

1. Preamble

The Website giveaways-direct.com (hereinafter called **giveaways-direct**), operated by B2B webbusiness GmbH (limited liability company), is a virtual market place, on which manufacturers; contractors and sellers (hereinafter jointly referred to as "Seller") offer goods or services, which can then be purchased by others (hereinafter referred to as "Buyers"). Both Seller and Buyer are hereinafter also referred to as contractual party. Giveaways-direct hereby solely acts as agent and does not enter into any purchase agreement between Seller and Buyer.

2. Scope

- 2.1 These general terms and conditions apply to all legal transactions between giveaways-direct.com and the contractual parties (Buyer, Seller).
- 2.2 The contractual parties (Buyer, Seller) meet on the giveaways-direct-online-portal.com (hereinafter referred to as "Online-Portal") on which the goods and services of the Seller are presented. By the act of registration, the contractual party explicitly declares these general terms and conditions in their entirety as well as their defined scope as valid. A registration under any other terms and conditions than the ones expressed in this document, is not possible.
- 2.3 These general terms and conditions shall not apply to any legal transaction between Seller and Buyer, even if these are arranged or facilitated through the Online Portal of [giveaways-direct](http://giveaways-direct.com).

3. Participation

- 3.1 Generally, any natural person, as long as he or she is contractually capable or any legal person (incorporation) can apply to become a member and thus to participate as Seller or Buyer on the Online Portal. An authorized, natural person only can hereby represent incorporations. Solely Natural persons living or incorporations headquartered within the borders of Switzerland are excluded from participation. Contractual party will become that person (natural or legal), who comes forward to [giveaways-direct](http://giveaways-direct.com). [Giveaways-direct](http://giveaways-direct.com) reserves the right, to decline an application without giving reasons.
- 3.2 During registration, the applying contractual party receives a membership account, and must declare themselves as "Seller" or "Buyer". This account is non-transferrable. Company name, contact person, postal and email address are to be entered completely in the registration form and – in the event of changes – are to be altered promptly within the account details. A natural person must prove his or her power of attorney for the registration of a legal person to [giveaways-direct](http://giveaways-direct.com). [Giveaways-direct](http://giveaways-direct.com) is empowered to reject an application or block the participation on the Online Portal of an already active member in case the contractual party fails to produce proof of the power of representation, or submits incorrect data.
- 3.3 The membership account is password-protected by a password to be chosen by the member. Members are strongly recommended to secure these passwords adequately, as they are solely responsible and liable for any and all activities undergone through this secured account.
- 3.4 Log-in to the membership account on the Online-Portal is through the email address and the secure password.

4. Procedures

- 4.1 The membership (contract) to the Online-Portal "[giveaways-direct](http://giveaways-direct.com)" is associated with a fee for both contractual parties (Buyer, Seller). The current prices can be found in a price list and can be adjusted for new customers by [giveaways-direct](http://giveaways-direct.com) at any time. (cf. 12.2) In case of an automatic contractual prolongation of an existing membership contract, the current price at that point in time will apply.
- 4.2 After [giveaways-direct](http://giveaways-direct.com) has accepted the application and the payment by the contractual party has been made (by credit card, PayPal, advance payment via eBanking), the contractual party (Buyer, Seller) receives membership access to the Online-Portal for unlimited use for the duration of the contract. The necessary software or information will then be available to the contractual party online or via a download. Any obligations by [giveaways-direct](http://giveaways-direct.com) on this behalf shall only occur after the payment has been made in full and the contract has been verified by both sides.
- 4.3 The duration of the contract is, also stated in the invoice, 1 (one) year; the contract is extended automatically by 1 (one) year, if it is not terminated 3 (three) months in advance by either party in writing. [Giveaways-direct](http://giveaways-direct.com) reserves the right to alter the contract period for new customers at any time. In case of an automatic contractual prolongation of an existing membership contract and in case [giveaways-direct](http://giveaways-direct.com) changed the duration period, the original duration will be replaced by the changed duration period for the new term.
- 4.4 In case of delayed payments, [giveaways-direct](http://giveaways-direct.com) is entitled to claim, in addition to the actual payment itself, all reasonable costs borne to recover the delayed payment, including, but not limited to, reminder fees and costs of litigation. A default interest rate of 12 (twelve) % is hereby agreed to. In case of delayed payments, incoming installments will first be absorbed to compensate above-mentioned costs, and then to clear the oldest overdue receivables first until all is paid for. The contractual parties agree to grant [giveaways-direct](http://giveaways-direct.com) the option to sell overdue receivables after repeatedly sending reminders to a debt collecting agency. All hereby created costs will hereby be borne by the contractual party.

5. Contractual obligations of [giveaways-direct](http://giveaways-direct.com)

- 5.1 [Giveaways-direct](http://giveaways-direct.com) grants access to the Online-Portal www.giveaways-direct.com for the contractual parties, enabling the Seller to post their offered products or services and enabling the buyer to search for articles, manufacturers, and price quotes for certain goods or services. [Giveaways-direct](http://giveaways-direct.com) hereby declares to possess all necessary legal rights to the software and the entire Online-Portal. [Giveaways-direct](http://giveaways-direct.com) exclusively entitles the contractual party, to fill the provided software with content or to use the provided software under the terms of the preamble and fill it with content or data.
- 5.2 [Giveaways-direct](http://giveaways-direct.com) is not obligated to service or maintain the personal computer, workstation, cables, internet access or any installed hardware or software of the contractual party.
- 5.3 The contractual party hereby agrees that [giveaways-direct](http://giveaways-direct.com) cannot perform a constant and systematic control of the content and nature of the offered goods or services and thus is not liable for any false, illegal or misleading statement by either Seller or Buyer (cf. 8). In the event [giveaways-direct](http://giveaways-direct.com) obtains information that an offer is illegal or that it acts against public policy, [giveaways-direct](http://giveaways-direct.com) will delete the offer promptly. Furthermore, [giveaways-direct](http://giveaways-direct.com) reserves the right to delete any offer made on the Online-Portal without explanation.
- 5.4 In addition, [giveaways-direct](http://giveaways-direct.com) offers Buyer upon request additional assistance through an email support ticket, e.g. for general questions regarding sample orders, production, order procedures, transportation and logistics, graphics and logos, etc. This email support ticket is associated with a fee; the current prices can be found in a price list on the giveaways-direct.com website and can be adjusted by [giveaways-direct](http://giveaways-direct.com) at any time. (cf. 12.2). The consultation itself will be to the best knowledge of [giveaways-direct](http://giveaways-direct.com); [giveaways-direct](http://giveaways-direct.com) will be under no circumstances liable for the correctness or completeness of any given information.

6. Contractual Obligations of Contractual Parties (Buyer, Seller) to [giveaways-direct](http://giveaways-direct.com)

- 6.1 The contractual party acknowledges the fact that certain minimum requirements (personal computer with internet access, web browser, certain configuration etc), are prerequisite on his side to ensure proper usage of the Online-Portal. [Giveaways-direct](http://giveaways-direct.com) hereby does not guarantee functionality of the Online-Portal on the personal computer of the contractual party. A refund of fees due to incompatible or missing hard- or software is not possible.
- 6.2 In addition, the contractual parties agree to only use the Online-Portal as well as all supplement databases and any offered services by [giveaways-direct](http://giveaways-direct.com) to conduct business solely in the manner intended by these general terms and conditions.
- 6.3 In case a contractual party (Seller) places an offer on the [giveaways-direct](http://giveaways-direct.com)-Online Portal, he is obligated to provide truthful information regarding his goods or services, and he shall not conceal any pertinent facts, which would significantly milder the value of the offered goods or services. In addition, he declares that he enjoys the right of disposal of the offered goods or services, that he is capable to fulfill his stated obligations and that the offer itself is legal and does not act against public policy.
This includes, but is not limited to:
 - Stolen or pirated goods
 - Goods infringing upon the rights of others, such as copyrights, patents, trademarks, company secrets, other proprietary rights, privacy rights (including data privacy)
 - Goods related to Propaganda or Symbols of unconstitutional organizations, especially those with any reference to national socialism (Nazi)
 - Youth-endangering goods or scripts
 - Pornography, child- or animal pornography
 - Guns or cutting Weapons of any kind
 - Living animals, animal parts or products, or animal products of endangered species.
- 6.4 In addition, the contractual party Seller is responsible for strict adherence of his products to country-specific local legislation, norms and rules. For example, the registration for electronically goods to the ERR register. As all offers on the Online-Portal are published in the name of the seller, he alone is liable for any claim related to it.
- 6.5 The contractual party Seller acknowledges the fact that the goods and services he has provided may be reviewed by his customers in a rating system defined and alterable at any time by [giveaways-direct](http://giveaways-direct.com). Secondary, the reviews are compared in a ranking system ("TOP"-Ranking), with the performances from other Sellers. Both reviews and ranking are accessible to all registered Buyer. In case a Seller predominantly receives negative reviews, [giveaways-direct](http://giveaways-direct.com) is authorized without giving reasons, to instantly ban a seller entirely from the Online-Portal before the duration end of the contract and to terminate the contract. Paid fees shall in this case not be refunded.
- 6.6 The contractual party Buyer is entitled to review the offered goods and services he has purchased in a rating system defined and alterable at any time by [giveaways-direct](http://giveaways-direct.com). [Giveaways-direct](http://giveaways-direct.com) hereby reserves the right to alter, shorten or delete these reviews, in case they act against public policy in the view of [giveaways-direct](http://giveaways-direct.com).

7. Relationship between Seller and Buyer

- 7.1 The giveaways-direct-System is a service to search for offered goods and services in a structured manner. Giveaways-direct will in no case become contractual party in any agreement between Seller and Buyer. All contracts (including all supplement agreements, prices conditions, liabilities, delivery date, damages etc.) will thus solely bind the Seller and Buyer and not giveaways-direct.
- 7.2 Seller and Buyer are advised to agree on jurisdiction in the event of disputes, giveaways-direct cannot act as an arbitration court.

8. Warranty and Liability

- 8.1 Giveaways-direct offers no warranty whatsoever to either party for a contract mediated or initiated through its Online-Platform, and giveaways-direct does not guarantee the correctness or completeness of any statement made by either Seller or Buyer. Giveaway-direct does not guarantee for the quality or functionality of the goods or services, for on-time delivery, that a product suits a promised need, or that the goods or services are legal in a certain country or that it does not infringe rights of a third party. In addition, giveaway-direct does not offer any compensation for unrecoverable bad debt loss and in no case will compensate for lost profit. Giveaways-direct offers also no warranty for a certain amount of registered buyers or Sellers.
- 8.2 The contractual party agrees to hold giveaways-direct harmless to any claim raised against giveaways-direct due to information - including links to other websites or documents - posted by the contractual party on the Online-Platform.
- 8.3 Giveaways-direct has no obligation to actively supervise any information posted or submitted by a contractual party, incl. to actively search for breaches of local legislation. Giveaways-direct reserves the right, in case such a breach against legislation, especially against any criminal law has come to its attention, to delete the contested offer or information or ban the respective contractual party from the Online-Portal completely and to terminate the contract. In this case, paid fees shall not be refunded.
- 8.4 Giveaways-direct is not liable for mistakes within the Online-Platform or the links to external websites. Resulting delays, losses of information or damages as well as any problem due to inadequate hard- or software, poor or improper handling, computer viruses, or usage of unsuitable data storage medium are not the liability of giveaways-direct.
- 8.5 Incidents beyond the control of giveaways-direct, commonly referred to as forces majeure (including but not limited to: internet crashes, overshoot of internet traffic, interferences, satellite malfunctions, weather conditions, national catastrophes, wars) can limit or even block the usage of the Online-Portal for a certain period of time. In addition, maintenance of the Online-Portal may be necessary, so that a continuous access to the Online-Portal cannot be guaranteed. Giveaways-direct is not liable for any damage – whatever its origin or nature – resulting in the not-accessibility of the Online-Portal.
- 8.6 Giveaways-direct takes all measures and precautions in accordance with the current industry standards to safeguard the confidential information from theft or hackers, but it is in no case liable in the event that an unauthorized party obtains illegal access. Giveaways-direct will not compensate any resulting damages.

9. Intellectual property rights

- 9.1 All rights, the power of disposal of the provided Online-Portal and the entire developed system are reserved by giveaways-direct; as well as all rights to alter or maintain the system or its components. The contractual party exclusively obtains the right to use the Online-Portal in the manner defined in the preamble above.
- 9.2 The entire provided information and software remain property of giveaways-direct, including all resulting rights. Without prior written consent, the contractual parties are not allowed to copy, alter the Online-Portal, nor to give access to a third party. The contractual party agrees to return and delete all information in case the agreement is terminated, regardless of the reason for termination.
- 9.3 Commercialization and marketing of the Online-Portal and the entire giveaways-direct-system are the exclusive right of giveaways-direct, which alone is entitled to any income related to marketing, sponsoring or commercial agreements. The contractual parties renounce any claim for open books.

10. Termination

- 10.1 The duration of the membership is 1 (one) year; the contract is automatically prolonged by 1 (one) year, if it is not terminated 3 (three) months in advance by either party in written form. Either party can terminate the contract for cause after giving 2 (two) weeks notice in written form. Relevant cause can be, if the other party cannot meet major contractual obligations, or the fact that the Online-Portal cannot be used in the desired manner due to reasons within the span of control of giveaways-direct.
- 10.2 Cause for giveaways-direct can also be, if technical problems within the span of control of the contractual party are not dealt with within a certain appropriate time limit defined by giveaways-direct, if fees are not paid fully (cf. 3 (4)), if information of the contractual party especially in the application form is incomplete or incorrect, if the Online-Portal is used in a manner violating the intended use, in case of a legally effective court order, in case of direction by a government agency or if the contractual party has filed a petition in bankruptcy or bankruptcy proceedings have been instituted.

10.3 In case the membership is terminated by either party, paid fees shall not be refunded in any case, regardless of the reason for termination.

10.4 In the event of termination, all data from the contractual party, which has been accessible on the Online-Portal, will be deleted. The contractual party has no entitlement for the cession of the data, not even in case the contractual party applies for a new membership.

11. Protection of Privacy and Declarations of Consent

- 11.1 The Seller hereby declares his consent to the fact that the goods and services he enters into the Online-Portal will be accessible to all registered buyer as a catalogue on the portal. The seller may choose a suitable product class for his offers, whereas Giveaways is authorized to re-classify these offers due to systematic reasons. In this event, the Seller is not eligible for any compensation or damages claim from Giveaways.
- 11.2 The contractual parties hereby declare their consent to the automated storage and usage of the submitted data, including information submitted through the application form by giveaways. All submitted data, received either during registration or during the course of business may be processed by giveaways-direct. Personal information shall hereby be kept secret, but may be evaluated anonymously for the purpose of marketing research.
- 11.3 The contractual parties hereby agree to receive advertisement calls, emails, newsletters and any other information by giveaways-direct unless the parties make use of the opt-out during registration.

12. Final Provisions, Severability clause

- 12.1 All amendments or changes to this agreement must be in writing. If the parties agree to allow verbal supplements, the agreement thereof must be in writing, as well. It is noted that no employee of giveaways-direct is empowered to give any legally binding statements on behalf of giveaways-direct.
- 12.2 Giveaways-direct may alter these General Terms and Conditions and the prices for their services at any time for any reason. Revised General Terms and Conditions may be sent via mail or be announced on the website www.giveaways-direct.com. The Contractual party approves the revision, if the party does not object in writing within 30 (thirty) days of the announcement.
- 12.3 If any provision of these General Terms and Conditions to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as economically similar to the contested term as may be possible, legal, valid and enforceable. The same shall apply in the event of an unintended omission in these General Terms and Conditions.

13. Choice of law and jurisdiction

- 13.1 The owner is an incorporation registered in Switzerland, headquartered in Rothrist. Substantive Swiss law shall solely govern these General rules and provisions. The Convention on Contracts for the International Sale of Goods by the United Nations shall not apply.
- 13.2 All disputes, controversies or claims arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these rules. The arbitration court shall consist of 1 (one) arbitrator, the seat of the arbitration shall be in Zurich, and the language of the arbitral proceedings shall be German.