

Terms & Conditions for partner packages

1. Scope of Application

The following general terms and conditions govern the contractual relationship between the partner in the individual partner packages (hereinafter referred to as "Partners") and Bayern

Innovativ GmbH (hereinafter referred to as "Bayern Innovativ"). The following terms and conditions apply exclusively to the performance of the contractual relationship. Other T&Cs do not become part of the contract unless they are expressly accepted as such by Bayern Innovativ GmbH. These T&Cs apply exclusively to business transactions with companies.

2. Subject matter of the contract

The contract will be concluded upon acceptance of the application by Bayern Innovativ. The scope of services of the partner package is described in the respective contract. Bayern Innovativ is entitled to adjust the content of the services at its own discretion, provided that this does not significantly impair the purpose of the contract and is reasonable. Changes will be notified to the partner in text form and are considered approved if the partner does not object within 14 days.

3. Prices and Terms of Payment

The prices for the partner package can be found in the contract and are to be understood as net prices for the duration of one calendar year. In the year of accession, the contribution is calculated proportionately to the remaining months of the calendar year. The fee for the year 2026 is due once on 30.06.2026. From 2027 onwards, the contributions will be invoiced on 01.01 of each calendar year and are due within 10 days of invoicing. In the event of late payment, interest on arrears will be charged in the amount of the respective statutory provisions. The prices are based on the criteria specified in the application form (for companies: annual turnover and number of employees) and result from the applicable price table. The information is reviewed annually. If the verification reveals a change in the information, the prices will be adjusted according to the price table.

4. Contract language

The language of the contract is German.

5. Duration of the contract

The contract is concluded for a limited period of one calendar year. The contract is automatically extended for a further calendar year if it is not terminated in writing by one of the two parties to the contract at the end of the calendar year, subject to a 3-month notice period. Both parties may terminate the contract at any time for important reasons. Important reasons are in particular if a contractual partner does not comply with the contractual obligations despite a reminder or the services are cancelled due to force majeure.

or interference by third parties that cannot be averted by economically justifiable means becomes wholly or partially impossible. If the contract is terminated for breach of the contractual obligations are terminated by the Partner, a pro-rata refund of the annual fees is excluded.

6. Consequences of Termination of Contract

After termination of the Agreement, the Partner shall no longer be entitled to use the Partner logo (insofar as the use was part of the Agreement).

7. Liability

Bayern Innovativ GmbH is only liable for damages if they have been caused intentionally or by gross negligence or as a result of the breach of a material contractual obligation. Bayern Innovativ GmbH shall be liable without limitation for damages resulting from injury to life, limb or health that is based on an intentional or negligent breach of duty by Bayern Innovativ GmbH, its legal representative or a vicarious agent. In the case of other liability claims, Bayern Innovativ GmbH shall only be liable without limitation if the damage was caused intentionally or by gross negligence by it or its vicarious agents. Bayern Innovativ GmbH is only liable for slight negligence if an obligation is violated, compliance with which is of particular importance for the achievement of the purpose of the contract (cardinal obligation).

8. Data protection and data security

Bayern Innovativ is entitled to use the placement data according to Telecommunications Act (in particular IP addresses, server logs and server logs) in order to maintain and improve the offer, process them and transmit them to authorized contractual partners for specific purposes (such as the elimination of technical defects). Bayern Innovativ stores the data disclosed by the partner and makes it available on the website. The company's turnover is not published. In the Data is company data that is stored, processed and published on the Internet as part of the partner database. By signing the partner package, the partner expressly agrees to this publication. The Innovation Network passes on this company data to interested parties by making it available on the website. Personal data will be stored and processed exclusively for internal purposes and will only be passed on after consultation with the partner. It should be noted that the sharing of data is one of Bayern Innovativ's services for partners. The privacy policy of Bayern Innovativ applies. Available at: www.bayern-innovativ.de/de/seite/datenschutz

9. Offsetting

The partner can only offset claims of Bayern Innovativ GmbH against him if this is undisputed or legally established.

10. Applicable Law, Place of Jurisdiction German law shall apply exclusively.

The place of jurisdiction is the registered office of Bayern Innovativ GmbH.

The place of performance is also the registered office of Bayern Innovativ GmbH

Only the German version of these Terms of Use is authoritative. If an English version of the Terms of Use is provided, it is for informational purposes only and has no legal effect.

General Terms and Conditions for Partner Packages of Bayern Innovativ GmbH (as of October 31, 2025)