General Terms and Conditions for Creators (Creator Terms)

of wyrld GmbH

Version November 2026 · applies to sign-ups from 11 November 2026

> **Note:** This is an English translation provided for information only. Only the German version of these Creator Terms is legally binding (§ 22(3)). In case of any difference between the two, the German version prevails.

Contents

§ 1 Scope, contracting party and what this is about
§ 2 Who can become a creator
§ 3 Sign-up, review, conclusion of the contract and record
§ 4 Your details and your access
§ 5 Shops created by a management
§ 6 Right of withdrawal
§ 7 What wyrld provides
§ 8 Your obligations
§ 9 Remuneration
§ 10 Settlement, credit note and payout
§ 11 Your management's share
§ 12 Non-circumvention
§ 13 Rights in content, name and image
§ 14 Data and data protection
§ 15 Independence and taxes
§ 16 Partner products
§ 17 Content rules, review, suspension and complaints
§ 18 Term, termination and end of contract
§ 19 Liability
§ 20 Confidentiality
§ 21 Changes to these Creator Terms
§ 22 Final provisions

Annex 1: Withdrawal notice

Annex 2: Model withdrawal form

§ 1 Scope, contracting party and what this is about

(1) These Creator Terms apply to the contract between you as a creator and wyrld GmbH, c/o WeWork, Gerhofstraße 1-3, 20354 Hamburg, registered office Berlin, entered in the commercial register of the Local Court of Berlin (Charlottenburg) under HRB 266086 B, VAT ID DE449966569, represented by its managing director Jakob Neise, e-mail info@wyrld.de, telephone +49 30 22 39 95 40 79 ("wyrld" or "we").

(2) On wyrld.de you get your own shop as a creator. There you show products you recommend. Anyone who wants to buy a product from your shop does not buy from wyrld, but through a partner link (affiliate link) from an online shop ("partner shop"). For purchases and, with some

partner shops, also for clicks through these links, wyrld receives remuneration from partner shops or affiliate networks. We pay you remuneration under § 9 and settle every month by credit note (§ 10). The shop is free of charge for you: you pay wyrld no money.

(3) In addition, there are campaigns that wyrld agrees with brands (for example wyrld Boost, § 9(4)) and creators' own products ("partner products", § 16).

(4) This version applies if you click "Create shop" on or after the cut-off date stated above; if a management created your shop, it applies if you confirm your shop when you first log in on or after that day (§ 5(2)). The record under § 3(5) shows which version was displayed to you. If you clicked "Create shop" before the cut-off date, or if your management created your shop before the cut-off date and you did not confirm it for the first time on or after that date when you first logged in, the previous version (January 2026) continues to apply to you, even if your shop is only activated after the cut-off date, unless you expressly agree to this version. Earlier versions remain available at wyrld.de/agb/creator/2026-01.

(5) Deviating or supplementary terms of yours do not apply, even if we do not expressly object to them in an individual case. Anything we agree with you individually, for example the terms of a campaign (§ 9(4)) or for partner products (§ 16(2)), takes precedence over these Creator Terms.

(6) Provisions marked "for businesses only" apply only if you conclude the contract as a business (Unternehmer) within the meaning of § 14 of the German Civil Code (BGB), i.e. for your commercial or independent professional activity. Where these Creator Terms refer to a "business within the meaning of the German VAT Act", the tax concept is meant (§ 2 UStG); you can be a business for tax purposes even without having registered a trade.

§ 2 Who can become a creator

(1) Any natural or legal person and any partnership with legal capacity can become a creator. You do not need a registered trade to sign up. Whether you have to register your activity with the trade office or the tax office depends on what you do; we do not advise you on this in individual cases (§ 15(4)). For your first credit note, however, we need a tax number or one of the other numbers listed in § 10(7); that section also explains how you get a tax number.

(2) If you are not yet of full age, you need the consent of your legal representatives, usually your parents, for this contract and for consents under these Creator Terms (§§ 107, 108 BGB). Without that consent, the contract only becomes effective once your legal representatives ratify it or you ratify it yourself once you are of full age (§ 108(3) BGB).

§ 3 Sign-up, review, conclusion of the contract and record

(1) You sign up using the form on wyrld.de. Until you click "Create shop", you can check and correct all entries in the fields or cancel the sign-up. Directly above the button we refer you to these Creator Terms; there you can read and save them.

(2) By clicking “Create shop” you offer to conclude the creator contract on these Creator Terms. Until your shop is activated, you can withdraw your sign-up at any time, for example by e-mail to info@wyrld.de. We confirm receipt of your sign-up electronically without undue delay.

(3) The contract is concluded when we activate your shop; you do not need to receive a separate declaration of acceptance for this (§ 151 sentence 1 BGB). If the follower count you state when signing up is below the review threshold (currently 2,000 followers), our team reviews your sign-up before activation, usually within 48 hours; how we review is set out in § 17(2). Otherwise we usually activate your shop immediately. There is no entitlement to activation. If we decline, we tell you the reason (§ 17(4)). After a rejection, you can sign up again with the same profile no earlier than after 365 days. If a management creates your shop, § 5 applies.

(4) Upon activation we confirm the contract to you by e-mail and state in it the day on which the contract was concluded. The e-mail has these Creator Terms with the withdrawal notice and the model withdrawal form (Annexes 1 and 2) attached as a PDF; the contract information is set out in the e-mail or attached as well. You can also access and save the version of these Creator Terms that applies to you at any time in your dashboard; the current version is available at wyrld.de/agb/creator.

(5) We store the contract text. As a record, for every conclusion of a contract we keep when you clicked “Create shop” or, if a management created your shop, “Confirm shop”, which version of these Creator Terms and which notice at the button were displayed to you, in which language you signed up, whether you signed up yourself or a management created your shop, and when the contract was concluded. We do not change this record afterwards.

(6) The language of the contract is German. We have not subscribed to any code of conduct.

§ 4 Your details and your access

(1) You provide true information about yourself, your contact details and your social media channels. Before your first credit note you enter your billing details (§ 10(3) and (7)). If anything changes, you update it in the dashboard without undue delay.

(2) You keep your login details secret. Your account is not transferable. You are only liable for acts of third parties using your login details if you are responsible for them, for example because you passed on your login details. If you notice that someone is misusing your access, please let us know without undue delay.

§ 5 Shops created by a management

(1) A management, for example an agency that looks after you, can create your shop for you. The contract with you, however, is only concluded once you confirm your shop yourself (para. 2).

(2) If a management creates your shop, you confirm it when you first log in with the “Confirm shop” button. By this click you agree to these Creator Terms, and the contract is concluded. Directly at the button we refer you to these Creator Terms with the withdrawal notice and the model withdrawal form (Annexes 1 and 2); there you can read and save them. After your confirmation you receive the contract confirmation under § 3(4).

(3) Until you confirm, no contract has yet been concluded between us.

(4) If your management created your shop without your consent, write to us at info@wyrld.de; we will then take the shop offline immediately and delete it.

(5) As long as you are linked to a management, it may maintain products, collections and profile in your shop for you and see your figures in the dashboard. It can see your billing details; it can only add to them until you have confirmed them yourself. After that, only you, or we on your instruction, can change them. You can end the link at any time in text form, for example by e-mail to info@wyrld.de. For your management’s share of your remuneration, see § 11.

§ 6 Right of withdrawal

(1) You can withdraw from this contract within 14 days without giving any reason. How to do this is set out in the withdrawal notice (Annex 1); the model withdrawal form is Annex 2. Every creator has this right. If you conclude the contract as a business, we grant it to you voluntarily.

(2) Withdrawal costs you nothing. Remuneration that arose before we received your withdrawal is settled under §§ 9 and 10 and paid out; you do not have to repay any of it because of the withdrawal. § 9(8) (cancellations and fraud) still applies. You do not owe any compensation for having used your shop. We take your shop offline without undue delay after we have received your withdrawal.

(3) You can also withdraw online using the “Withdraw from contract” function at wyrld.de/widerruf/creator. You find the link to it without logging in at the bottom of every page of wyrld.de and also in your dashboard.

(4) Independently of withdrawal, you can terminate at any time (§ 18(2)).

§ 7 What wyrld provides

(1) For the term of the contract we provide you free of charge with a shop with its own address on wyrld.de and a dashboard. In the shop you show products you select, arrange them in collections and add your own photos and texts. In the dashboard you see your clicks, your rates (§ 9(9)) and an estimated remuneration (§ 9(6)) and find your credit notes. Shop and dashboard run in the browser.

(2) For the products in your shop we create the partner links and look for the same products at other partner shops so that your community can compare offers and prices. We may add, replace or remove offers, partner shops and links if a partner shop pays no remuneration, no

longer pays remuneration, or pays considerably less remuneration for the offer than another partner shop with the same product, if a product is not available, if a link does not work or if an affiliate programme requires it. We only replace an offer with an offer for the same product. If your rate for a product falls as a result, § 9(9) applies. Your selection of products is kept unless § 17 permits otherwise.

(3) We explain at wyrld.de/about#sortierung in which order we show the offers for a product and which offer appears at the buy button. Brands and partner shops can book paid highlighting with us; how it affects the order and how we label it is also explained there. Whether and where we show your shop in overviews, in search results or on the wyrld.de home page is our decision; there is no entitlement to any particular position.

(4) We do not require exclusivity. You can use your wyrld shop alongside other platforms, affiliate programmes and your own links. Only for campaigns that wyrld arranged for you does § 12 apply.

(5) We endeavour to provide shop and dashboard without interruption. Maintenance, security updates and disruptions at third parties (for example hosting, partner shops or affiliate networks) can lead to interruptions; we do not owe uninterrupted availability. Your statutory rights in the event of defects remain unaffected (§ 19(5)).

(6) Purchase contracts are concluded only between buyers and partner shops. The respective partner shop alone is responsible for products, delivery, warranty and returns.

§ 8 Your obligations

(1) **Labelling advertising.** You label your own posts outside wyrld in which you recommend your shop or products from it (for example on Instagram, TikTok or YouTube) as advertising where the law requires it (in particular § 5a(4) of the German Act against Unfair Competition, UWG). We add the notice about partner links in your wyrld shop. You indemnify us against justified third-party claims, including the costs of a justified warning letter, to the extent they result from missing labelling of your own posts for which you are responsible.

(2) **No other partner links in the shop.** We create the partner links in your wyrld shop. You do not place your own or third-party partner links, tracking parameters or redirects there that circumvent or replace our partner links. Outside your wyrld shop you are free to do so (§ 7(4)).

(3) **Genuine clicks.** For links to your wyrld shop and to offers in it, the following are not permitted:

a) search engine advertising on brand or shop names of partner shops or brands (brand bidding),

b) cookie stuffing and other techniques that attribute clicks or purchases to your shop without anyone consciously clicking a link,

c) bots, click farms and other automated or purchased clicks,

d) clicks you trigger yourself in order to generate remuneration,

e) links to your shop on pages with unlawful, pornographic or extremist content.

We do not pay for clicks and purchases that are based on such a breach (§ 9(3) and (8), § 17(6)).

(4) **Lawful content.** Whatever you show, upload or write in your shop must be lawful (§ 13(7), § 17(1)).

§ 9 Remuneration

(1) You receive remuneration for purchases (para. 2) and, to the extent para. 3 provides for it, for qualified clicks through the offers in your shop, as well as for campaigns (para. 4) and for referrals (para. 5).

(2) **Purchases.** If someone buys through an offer in your shop and wyrld receives a commission for it from the partner shop or the affiliate network, you receive a share of that commission excluding VAT. There is no fixed percentage: your share differs from partner shop to partner shop and from product to product. We set it and show it to you in the dashboard; para. 9 states which share applies to a purchase. The partner shop determines the amount of the commission; it usually calculates it on the net value of the purchase, i.e. after deducting VAT, customs duties, shipping costs, discounts and vouchers. We include the remuneration for a purchase in the credit note for the month in which wyrld received the commission.

(3) **Qualified clicks.** Whether and how much you receive for clicks differs from partner shop to partner shop; not every partner shop pays wyrld for clicks. If the dashboard shows an amount per click for an offer, you receive it for every qualified click on that offer in your shop, even if no one buys, once wyrld has been paid for these clicks (paras. 7 and 9). A click is qualified if it comes from a genuine visitor. In particular, clicks from bots, crawlers, click farms and other automated programmes, clicks you trigger yourself and clicks based on a breach of § 8(3) are not qualified. We check this automatically according to rules that are the same for all creators. If our measurements show that in a month automated clicks have slipped through this check that cannot be filtered out individually, we may estimate their share on the basis of these measurements and reduce the number of qualified clicks accordingly; we decide at our reasonable discretion and by the same standards for all creators (§ 315 BGB). If the partner shop or the affiliate network pays wyrld, for a period, for fewer clicks than we qualified at that partner shop for all creators together, we reduce the number of your qualified clicks at that partner shop in the same proportion and state this in the credit note; we then do not additionally reduce these clicks on the basis of our estimate. If counting was technically disrupted in a month, we determine the number of qualified clicks at our reasonable discretion on the basis of comparable periods. We include the remuneration for clicks in the credit note for the month in which wyrld received the payment for these clicks. In the credit note we state the number of qualified clicks, the amount per click and the reason for every reduction or determination. We round the amount for clicks per month commercially to full cents. On request we tell you in text form how many clicks we counted in a month and how many of them we qualified.

(4) **Campaigns.** If you take part in a campaign that wyrld has agreed with a brand (for example wyrld Boost), the terms and remuneration that we give you in text form before you take part also apply. Whether you take part is up to you. If, for a campaign, we have to collect information about you under the German Platform Tax Transparency Act (PStTG) and report it to the Federal Central Tax Office (for example your date of birth and your tax identification number), we tell you so before you take part. If you do not provide this information even after two reminders, we withhold the campaign remuneration until you provide it (§ 23 PStTG). § 15(2) applies to taxes we have to withhold from campaign remuneration.

(5) **Referrals.** If someone signs up as a creator with wyrld through your personal referral link and their contract is concluded, you receive a bonus of 10 % of the remuneration excluding VAT that this creator receives under paras. 2 and 3 for purchases and clicks from their first six months after the conclusion of their contract, even if wyrld is only paid for them later. wyrld pays the bonus in addition; the remuneration of the referred creator is not reduced by it. The bonus is your remuneration for winning new creators for wyrld and appears as a separate item in your credit note. The condition is that we can technically attribute the sign-up to your link. Accounts you create for yourself through your link do not count. Paras. 7 and 8 apply accordingly to the bonus. If you yourself signed up through another creator's referral link, that creator receives a bonus under this paragraph; from it, they can infer the amount of your remuneration.

(6) **Estimate in the dashboard.** The amounts your dashboard shows on an ongoing basis are provisional estimates. The monthly credit note is binding (§ 10).

(7) **Only once wyrld has been paid.** You are only entitled to remuneration for purchases, qualified clicks and campaigns if and to the extent that wyrld has actually received the corresponding payment from the partner shop, the affiliate network or the brand. We collect these payments with the care of a prudent businessperson and, on request, tell you in text form which payments for your shop are still outstanding or have failed. If a payment fails for reasons for which wyrld is responsible, you are still entitled to the remuneration.

(8) **Cancellations and fraud.** If a purchase is cancelled or returned, if wyrld repays a commission to the partner shop or network, or if a click or purchase turns out to be fraud or a breach of § 8(3), the remuneration for it lapses. If we have already settled it, we show the charge-back as a separate item in the next credit note and name the credit note in which the amount appeared; if VAT was shown on it, we correct it as well. If we have already paid out the amount, we set it off against your next payouts; if none are due, we can reclaim it.

(9) **Rates in the dashboard.** Your dashboard shows your share of purchase commissions (para. 2), as a percentage of the commission or as an amount per purchase, and the amount per qualified click (para. 3), together your rates, for each partner shop and, where a rate differs for a product, at the product. We set these rates based on what the partner shop or the affiliate network pays wyrld for the offer. For a purchase, the share displayed in your dashboard at the time of the purchase applies; for a click, the amount displayed at the time of the click. We can increase a rate at any time. If we reduce a rate because wyrld receives less or nothing for the offer, the reduction applies immediately, but at most in the same proportion

as the payment to wyrld has fallen; if an affiliate programme requires the reduction, it applies immediately to the extent the programme requires it. For other reasons, including where your rate for a product falls because we replace the offer under § 7(2), a reduction only applies seven days after we have announced it to you in the dashboard and by e-mail. Every change only applies to purchases and clicks after that, never retroactively. If your dashboard does not display a rate for a purchase or click although wyrld was paid for it, you receive a reasonable share of that payment; we determine it at our reasonable discretion (§ 315 BGB), guided by comparable offers of the same partner shop. On request we tell you in text form which rates applied to your shop in a month. If the rates no longer suit you, you can terminate at any time without notice (§ 18(2)).

§ 10 Settlement, credit note and payout

(1) **Credit note.** We settle every month. We usually issue the credit note for a month in the first days of the following month, at the latest by the 15th of the following month, once your details under paras. 3 and 7 are available. We hereby agree that wyrld issues credit notes (self-billing) for your remuneration (§ 14(2) sentence 5 of the German VAT Act, UStG). You do not issue your own invoice for the same remuneration.

(2) **Provision.** We make credit notes available to you as PDFs in the dashboard under “Abrechnung” (settlement) and let you know by e-mail; you agree to this. If the law requires an electronic invoice, we issue the credit note in that format; the PDF is then only for viewing.

(3) **VAT only by your choice.** All amounts in these Creator Terms and in the dashboard are net amounts. If you are resident in Germany, you choose yourself in the dashboard, before your first credit note, whether VAT belongs on your credit note; there is no default setting. If you choose “no VAT”, for example because you are a small business under § 19 UStG, we do not show any. If you choose VAT, you thereby confirm that you are registered with the tax office for VAT; we then pay you the statutory VAT in addition to the remuneration and show it in the credit note. As long as you have not chosen, we issue no credit note and show no VAT; your amount remains earmarked and is included in the first credit note after your choice. If your status changes, you enter this in the dashboard without undue delay and tell us from which month it applies; for each month we settle using the status that applied to you in that month. We store your choice and every change with a date. We can ask you to confirm your choice, for example at the beginning of a calendar year; until you have confirmed it, your amount remains earmarked.

(4) **Correction.** If you only tell us after a credit note that you owe VAT, we issue corrected credit notes for the months concerned and pay the VAT in addition. If a credit note shows VAT that you do not owe, we issue a corrected credit note. You refund the tax amount paid in excess; we may set it off against future payouts. As a rule, only once you have refunded it can you correct the tax amount with the tax office.

(5) **Creators abroad.** If you are a business within the meaning of the German VAT Act and have neither a residence, habitual abode, registered office, place of management nor permanent establishment in Germany (§ 13b(7) UStG), wyrld as a rule owes the VAT for your service (§ 13b UStG). Your credit note then shows no VAT but the notice “Steuerschuldnerschaft des Leistungsempfängers” (reverse charge), and you do not make a choice under para. 3. If you are a business within the meaning of the German VAT Act in another EU member state, we issue the credit note for each month by the 15th of the following month, even if the amount is below EUR 5.00, and state your and our VAT identification numbers in it (§ 14a(1) UStG); payout is made under para. 6.

(6) **Minimum amount and carry-forward.** You receive a credit note for every month for which we settle remuneration for you, including for small amounts. We transfer money once the amounts from your credit notes that have not yet been paid out reach at least EUR 5.00 net in total. Until then we carry them forward to the next month without interest; they do not lapse.

(7) **Details for credit note and payout.** For credit note and payout we need complete and correct details, which you enter in the dashboard and confirm yourself: your name or company name, your address and your country, your choice under para. 3 if you are resident in Germany, your bank details and one of these numbers: your tax number (Steuernummer) from the tax office, your VAT identification number or your small business identification number, or abroad the corresponding number of your country. Your eleven-digit tax identification number (Steuer-ID) is not a tax number; we are not allowed to use it for this. If you are a business within the meaning of the German VAT Act in another EU member state, we need your valid VAT identification number because it has to appear on the credit note. If you do not yet have a tax number, you get one from your tax office when you register your activity there (questionnaire for tax registration, for example via ELSTER). As long as details are missing, we issue no credit note and pay nothing out; your amount remains earmarked and is included in the first credit note after your details are complete.

(8) **Transfer.** We transfer the payout amount within 30 days after providing the credit note with which the minimum amount under para. 6 is reached, or the final settlement under para. 11, in euros to the account you entered in the dashboard. If you have instructed us under § 11 to pay a share to your management, we transfer that share to the management.

(9) **Objections.** Please check every credit note. You can raise objections to the amounts settled in text form within six weeks of receiving the credit note, for example by e-mail to info@wyrld.de; it is sufficient that you send the objection within the period. On request we disclose to you the data on which the settlement is based (counted and qualified clicks, purchases, rates applied, cancellations and incoming payments per partner shop), even after the period has expired. If you raise no objection within the period, the settlement is deemed approved. You can still demand a correction afterwards; in that case, however, you have to prove that the settlement was wrong. We specifically point out the period and these consequences to you in every credit note. The approval only concerns the amounts settled; the correction of VAT under para. 4 and your rejection under para. 10 remain unaffected.

(10) **Rejecting the credit note as an invoice.** Independently of para. 9, you can reject a credit note in text form; it then loses its effect as an invoice (§ 14(2) sentence 6 UStG). If you are a business within the meaning of the German VAT Act, we then need your own invoice for the same remuneration in order to pay out. If a credit note shows VAT although you owe none, please reject it without undue delay and change your details under para. 3; otherwise you may owe the amount shown to the tax office (§ 14c UStG).

(11) **Final settlement.** If the contract ends, we still settle the remuneration that arose up to then and pay it out even below EUR 5.00 once your details under para. 7 are complete. Remuneration for purchases from the contract term for which wyrld is only paid after the contract has ended is also settled and paid out without a minimum amount.

§ 11 Your management's share

(1) If you work with a management that has a management account with wyrld and is linked to your shop (§ 5(5)), you instruct us with these Creator Terms to pay a share of your remuneration directly to your management. You agree the share, between 0 and 100 %, with your management; it enters the share in the dashboard, and we pay it directly to your management. We do not check what you agree between you.

(2) Your credit note is always issued for your full remuneration. We pay the share your management entered under para. 1 to your management on your instruction; this discharges our payment obligation towards you in that amount (§ 362(2), § 185 BGB). We pay the rest to you. You can see the share entered and the amount we pay to your management in your dashboard and in the notice for every payout. Your management only receives a payment notice from us; it is neither an invoice nor a credit note. Your management settles its share with you, including whether VAT is due on it. For tax purposes, your full remuneration counts as your income, including the share we pay to your management.

(3) The share relates to your remuneration for purchases and qualified clicks (§ 9(2) and (3)) excluding VAT. For campaigns, whatever their terms say applies (§ 9(4)); we always pay referral bonuses (§ 9(5)) entirely to you. If your credit note shows VAT, we pay it entirely to you. The minimum amount under § 10(6) applies to your full remuneration; once it is reached, we pay out both parts.

(4) You can end the instruction at any time in text form, for example by e-mail to info@wyrld.de; if you end the link with your management (§ 5(5)), it ends as well. From the first credit note we issue after receiving your declaration, we pay everything to you.

(5) Claims between you and your management remain unaffected.

§ 12 Non-circumvention

(1) If wyrld arranges a campaign or cooperation with a brand for you (for example via wyrld Boost), you do not carry out this campaign directly with the brand, bypassing wyrld. The same applies for twelve months after the end of the campaign to further paid cooperations with this brand.

(2) Contacts you initiate without wyrld, your own affiliate programmes and accounts with affiliate networks (for example Awin or Amazon) and all brands with which wyrld has not arranged a campaign for you remain free.

(3) If you culpably breach para. 1, you compensate us for the damage this causes us in accordance with statutory provisions, but at most the amount wyrld would have kept, after deducting your share, had the campaign been carried out via wyrld. A serious or repeated breach may also be good cause for termination under § 18(2).

§ 13 Rights in content, name and image

(1) **Contract content** means photos, videos, texts and the design of your shop (for example your collections) that you upload to wyrld or link to wyrld in order to show products.

(2) You grant wyrld a simple (non-exclusive), territorially unrestricted right of use in the contract content for the term of this contract. After the contract ends, para. 6 applies.

(3) The right of use comprises:

a) the right of reproduction and making available to the public in your shop and on the other pages of wyrld.de and in wyrld apps, for example with products you share (“shared by”), in overviews, in search results, on the home page, on brand pages and on our pages for creators and brands;

b) outside wyrld.de and the apps, for example on wyrld’s social media channels, in ads or in the newsletter, only for contract content that does not show you recognisably, or with your consent under para. 4; when we use contract content in this way, we name you as the author with your handle unless you tell us otherwise;

c) technical adjustments (for example size, crop, format, compression) and display together with product information, prices and logos of wyrld or the partner shops. We do not change the meaning of your content.

(4) **Name and image.** We show your name, your handle and your profile picture in your shop and on the other pages of wyrld.de and in wyrld apps, for example with products you share (“shared by”), in overviews, in search results, on the home page and on brand pages; this is part of the contract. In wyrld advertising outside wyrld.de and the apps (for example on wyrld’s social media channels, in ads or in the newsletter) we only use your name, image and voice if you have given separate consent in the dashboard. You can withdraw this consent at any time with effect for the future; the contract does not depend on it.

(5) Your remuneration under § 9 pays for your recommendations, i.e. the purchases and clicks that come about through your shop. You grant us the rights under this section so that we can operate and show your shop; we pay no separate remuneration for them, and your remuneration does not depend on whether and how we use the rights. You give your consent under para. 4 voluntarily and without remuneration. If we want to use your content beyond this for money, we agree that separately (§ 9(4)). Your statutory claim as an author to appropriate remuneration (§ 32 of the German Copyright Act, UrhG) remains unaffected.

(6) **After the contract ends** we no longer use your contract content unless the law permits otherwise (§ 327p BGB). For businesses only: we may continue to show content in campaigns already running when the contract ends for up to three months. On request we hand over your content to you free of charge in a common and machine-readable format.

(7) **Third-party rights.** You warrant that you hold the necessary rights in your contract content (for example from photographers, from persons depicted or in music) and do not infringe third-party rights. If third parties assert justified claims against wyrld on this account, you indemnify wyrld against them and against the reasonable costs of legal defence, to the extent you are responsible for the infringement.

§ 14 Data and data protection

(1) We explain how we process personal data in our privacy policy at wyrld.de/datenschutz. We obtain any consents we need separately from these Creator Terms.

(2) We analyse views, clicks, purchases and remuneration relating to your shop in order to operate your shop, settle accounts, detect misuse and improve wyrld.

(3) We only pass these figures on to brands and other third parties in aggregated form so that no conclusions can be drawn about you. A brand only receives figures about you personally, together with your name and handle, if you take part in a campaign of that brand and the figures are needed for it, or if you have expressly allowed it in the dashboard.

(4) Partner shops and affiliate networks receive the information needed to attribute clicks and purchases to your shop and to settle them. Anyone can see what is public in your shop.

(5) We only pass on your address, bank details and tax data to the extent necessary to perform this contract (for example to our bank or our tax advisers) or required by law. What your management can see is set out in § 5(5).

§ 15 Independence and taxes

(1) There is no employment relationship between wyrld and you. Apart from the rules in these Creator Terms, we give you no instructions as to when, where and how you maintain and share your shop. You decide which products you show.

(2) You take care of your taxes (for example income tax, VAT, trade tax) yourself and, to the extent you are insured, of your social security. If wyrld as recipient of the service owes the VAT (§ 13b UStG), wyrld pays it. If by law we have to withhold taxes from a payment to you, for example withholding tax under § 50a of the German Income Tax Act (EStG) if you are only subject to limited tax liability in Germany, we withhold it, pay it on your behalf and show it to you in the settlement. If you provide us with an exemption certificate from the Federal Central Tax Office (§ 50c(2) EStG), we take it into account for payments from the date we receive it.

(3) You keep your tax status details up to date, in particular if the small business scheme no longer applies to you. You are liable for disadvantages resulting from incorrect or late information, for example a refused input tax deduction, if you are responsible for them.

(4) You will find general information on taxes on wyrld.de. We do not give you individual tax advice; please ask your tax office or a tax adviser.

§ 16 Partner products

(1) You can only offer your own products (for example merch or your own brand) via wyrld after separate approval. Please contact us about this; we decide whether we admit products.

(2) Separate conditions apply to partner products, which we agree with you in text form before approval. They also set out who sells the products to buyers and how we settle your share. Storage, shipping and returns are regulated separately where necessary.

§ 17 Content rules, review, suspension and complaints

(1) **What is not permitted.** The following are not permitted in your shop and in your content on wyrld: unlawful content, content that infringes third-party rights, and racist, sexist, homophobic or seditious statements. The same applies if you make such statements publicly outside wyrld, commit a criminal offence in connection with your activity as a creator, or through your own conduct trigger a public scandal capable of seriously damaging the reputation of wyrld or of the brands advertised. In addition, the rules in § 8(3) apply.

(2) **How we review.** Sign-ups below the review threshold (§ 3(3)) are reviewed by a person from our team before activation, in particular for authenticity of the profile, reach and fit with wyrld. When finding and matching products, when adding and correcting product information (for example name, image, quantity, category, price, partner shop), when replacing links under § 7(2) and when detecting automated clicks (§ 9(3)), we use automated tools, including artificial intelligence. We may hide products that cannot be clearly matched or are not available. Anyone can report unlawful content on wyrld.de to us by e-mail to info@wyrld.de; we confirm receipt and communicate the outcome. Notices of unlawful content or of breaches of these Creator Terms are reviewed by a person; automated tools only help to find them.

(3) **What we can do.** In the case of unlawful content or a breach of these Creator Terms, depending on its seriousness, we can remove or hide content, restrict the visibility of your shop, suspend payouts to the extent they are based on the breach, suspend your shop (para. 6) or terminate the contract (§ 18). We choose the mildest measure that is sufficient.

(4) **Statement of reasons.** We inform you in text form of every measure under para. 3 and of any rejection of a sign-up. We state the measure with its scope and duration, the facts and circumstances, whether we acted on a notice from a third party or on our own initiative, the rule of these Creator Terms or the law on which we rely and why it was breached, whether automated means were used in the decision or in the detection, and how you can challenge it (Art. 17 of Regulation (EU) 2022/2065, Digital Services Act).

(5) **Complaint.** If you consider a decision to be wrong, you can lodge a complaint by e-mail to info@wyrld.de within six months. A person from our team reviews it and replies to you in text form. Recourse to the courts is also open to you.

(6) **Suspension.** We can only suspend your shop immediately for good cause, in particular if

a) you seriously breach para. 1 or § 8(3),
b) clicks or purchases in your shop do not come, wholly or predominantly, from genuine visitors, or there is a suspicion of this based on facts, or
c) your sign-up details are false or cannot be verified despite our enquiry, or your account is used by someone other than you or your management.

Remuneration based on such a breach does not arise; § 10 applies to your other remuneration. We lift a suspension based on suspicion as soon as the suspicion has been dispelled. If a permanent suspension is necessary, we terminate for good cause (§ 18(2)).

§ 18 Term, termination and end of contract

(1) The contract runs for an indefinite period.

(2) You can terminate at any time without notice in text form, for example by e-mail to info@wyrld.de. We can terminate with 30 days' notice in text form. The right of both parties to terminate without notice for good cause remains unaffected; if we terminate for good cause, we tell you the reason (§ 17(4)).

(3) After the contract ends we take your shop offline without undue delay. We settle the remuneration that arose up to then under § 10(11). § 13(6) applies to your content, our privacy policy to your data. We keep credit notes and other records for as long as the law requires.

(4) Provisions that by their nature have effect beyond the end of the contract continue to apply, in particular § 9(7) and (8), §§ 10, 11 and 15, § 12, § 13(6) and (7) and § 20, in each case for as long as they provide. For remuneration from the contract term this also applies after a withdrawal, including our agreement on credit notes (§ 10(1)).

§ 19 Liability

(1) wyrld is liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, under the German Product Liability Act, to the extent wyrld has given a guarantee, and to the extent liability is otherwise mandatory (for example under Art. 82 GDPR).

(2) In the case of slight negligence, wyrld is only liable if wyrld breaches an essential contractual obligation. This is an obligation whose fulfilment makes the contract possible in the first place and on whose compliance you may regularly rely, for example providing your shop and settling your remuneration correctly. Liability is then limited to the typical, foreseeable damage.

(3) We cannot pay for clicks and purchases that are not recorded, or not paid to wyrld, because of ad blockers, browser settings, tracking protection or errors at partner shops or affiliate networks. Paras. 1 and 2 remain unaffected.

(4) The partner shop alone is liable for products, delivery and warranty (§ 7(6)).

(5) Your rights under §§ 327 et seq. BGB in the event of defects in your shop remain unaffected; paras. 1 and 2 apply to claims for damages.

§ 20 Confidentiality

You treat as confidential non-public information you obtain via wyrld, in particular campaign briefings before their publication, conditions of individual campaigns that we have designated to you as confidential, figures of other creators and non-public functions of the dashboard. You may talk about your own remuneration. This does not apply to information that is public, is contained in these Creator Terms or that you learned without wyrld, nor to the extent you disclose it to authorities, courts or your tax or legal advisers. The obligation applies until two years after the end of the contract.

§ 21 Changes to these Creator Terms

(1) Changes to these Creator Terms only take effect if you agree. We notify you of changes in text form at least six weeks before the planned effective date, by e-mail and in the dashboard, name the amended provisions and ask for your consent, for example by a click in the dashboard. This applies in particular to every change that puts you in a worse position, for example regarding the rules for your remuneration in § 9, the minimum amount, the rights under § 13 or the use of your data. If we adjust rates in the dashboard under § 9(9), that is not a change to these Creator Terms; § 9(9) alone applies to it.

(2) By way of derogation from para. 1 sentence 1, your consent is deemed given if we have notified you of the change under para. 1 sentence 2, you do not object in text form by the effective date, and the change exclusively

a) implements a change in mandatory statutory provisions that occurred after the conclusion of the contract, or a binding court or authority decision, and only to the extent required,

b) puts you in a better position, or

c) is purely linguistic or editorial (for example address, designations, numbering).

In the notification we specifically point out this consequence, the period and your right to terminate the contract free of charge and without notice until the effective date.

(3) If you do not agree to a change under para. 1 or object to a change under para. 2, the contract continues on the previous terms. We can then terminate it under § 18(2).

(4) We only change shop and dashboard beyond what is necessary to keep them in conformity with the contract for a valid reason, for example for new functions, because of new technology or security requirements, because of changed conditions of partner shops or affiliate networks or because of new legal requirements. This causes you no costs, and we inform you clearly and comprehensibly. If a change impairs your access or usability more than insignificantly, we inform you in good time beforehand on a durable medium about the nature and timing of the change and about your right to end the contract. You can then end the contract free of charge within 30 days of receiving this information, or of the change if it comes later (§ 327r BGB).

§ 22 Final provisions

(1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you are a consumer with habitual residence in another country, you additionally retain the protection of the mandatory provisions of that country.

(2) If you are a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is Berlin. Otherwise the statutory places of jurisdiction apply.

(3) The German version of these Creator Terms is authoritative. Translations are for information only.

(4) If a provision of these Creator Terms is invalid, the rest of the contract remains valid. The statutory provisions take the place of the invalid provision.

Annex 1: Withdrawal notice

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day the contract is concluded. The contract is concluded as soon as we activate your shop; if a management created your shop, as soon as you have confirmed your shop when you first log in. We tell you the date in the confirmation e-mail.

To exercise your right of withdrawal, you must inform us (wyrld GmbH, c/o WeWork, Gerhofstraße 1-3, 20354 Hamburg, Germany, telephone +49 30 22 39 95 40 79, e-mail info@wyrld.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an e-mail). You may use the attached model withdrawal form, but this is not mandatory.

You can also exercise your right of withdrawal online at wyrld.de/widerruf/creator, even without logging in; you find the link “Vertrag widerrufen” (withdraw from contract) at the bottom of every page of wyrld.de and in your dashboard. If you use this online function, we send you without undue delay, on a durable medium (e.g. by e-mail), an acknowledgement of receipt containing the content of your withdrawal statement and the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, it ends. You pay us nothing and owe no compensation for having used your shop. Remuneration that arose up to receipt of your withdrawal is settled under the Creator Terms and paid out to you; you do not have to repay any of it because of the withdrawal. We take your shop offline without undue delay after your withdrawal has reached us. We no longer use content you uploaded or created afterwards, unless the law permits otherwise, and on request we hand it over to you free of charge in a common and machine-readable format. We delete your personal data unless we have to retain it (for example credit notes for the tax office).

End of withdrawal notice

Annex 2: Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To wyrld GmbH, c/o WeWork, Gerhofstraße 1-3, 20354 Hamburg, Germany, e-mail info@wyrld.de:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*): creator shop with wyrld, handle: ...

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

Name of consumer(s): ...

Address of consumer(s): ...

Signature of consumer(s) (only if this form is notified on paper)

Date

(*) Delete as appropriate.

End of the Creator Terms, version November 2026