

Terms and Conditions

Center for Aggression Management provides software, the Meter of Emerging Aggression, and the ability to record and track aggressive behavior (each referred to as a “**Software**” as applicable in these Terms and Conditions and other user policies located in the “Privacy Policy and Legal” link on the Center for Aggression Management website). Visitors to the Center for Aggression Management website can also become registered members of the Center for Aggression Management community. The services offered by Center for Aggression Management (“**Center for Aggression Management**”, “**us**” or “**we**” or “**CAM**”) include the Center for Aggression Management website with the Center for Aggression Management community (the “**Website**”), our App for your app-enabled mobile device (“**App**”) and any other features, content, or services offered from time to time by Center for Aggression Management in connection with the Website or App (collectively, the “**Services**”).

This Terms and Conditions Agreement (“**Agreement**”) sets forth the legally binding terms for your use of the Services. By using the Services, you agree to be bound by this Agreement, whether you are a “**Visitor**” (which means that you simply browse the Website or App) or you are a “**Member**” (which means that you have registered with CAM and set up an Account). The term “**User**” refers to a Visitor or a Member.

BY USING THE WEBSITE OR APP AND THE SERVICES OFFERED ON THE WEBSITE AND APP, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS AND THE CAM PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR APP AND THE SERVICES OFFERED ON THE WEBSITE OR VIA THE APP.

You represent and warrant that you are authorized to enter into this Agreement on behalf of yourself and/or the entity that you purport to represent. You also represent and warrant that you possess the physical and mental skill, experience and knowledge to properly and safely learn and use the Joint Ventures methods and technology.

Additional Terms. In order to participate in or receive certain Services, you may be required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you choose to participate or that you choose to receive, those additional terms are hereby incorporated into this Agreement. To the extent there is a conflict between the terms in this Agreement and the terms and conditions posted for a specific area of the Website or App or in connection with a Service, the latter shall have precedence with respect to your use of that area of the Website, App or Service.

Amendments. CAM may modify this Agreement from time to time and such modification shall be effective: (1) for Users who first use the Services after the posting, upon posting by CAM on the Website, (2) for existing Users, thirty (30) days after posting by CAM on the Website, or (3) for existing Members, if the modifications to the Agreement are material, thirty (30) days after CAM sent an e-mail containing a notification of such modifications and the continued use of the Services by the Member thereafter, which shall constitute the Member’s acceptance of the amended Agreement. If you do not agree to the modification, you must cease your use of the Services.

1. License; Eligibility. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services for your personal, noncommercial use only and as permitted by the features of the Services. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason. By using the Services, you represent and warrant that: (a)

all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are thirteen (13) years of age or older; (d) your use of the Services does not violate any applicable law or regulation. Your CAM Account (the “**Account**”) may be deleted without warning if we believe that you are younger than thirteen (13) and (e) you represent and warrant that you possess the physical and mental skill, experience and knowledge to properly and safely learn and use the Joint Ventures methods and technology.

2. Term. This Agreement shall remain in full force and effect while you use the Services or are a Member. You may delete your Account and end your membership at any time, for any reason by following the instructions on the Termination page. CAM MAY TERMINATE YOUR MEMBERSHIP AT ANY TIME AND FOR ANY REASON, EFFECTIVE UPON SENDING NOTICE TO YOU AT THE THEN-CURRENT E-MAIL ADDRESS IN YOUR ACCOUNT PROFILE. Even after any termination, Sections 8 through 26 of this Agreement will remain in effect. You understand that termination of this Agreement and your Account involves deletion of your profile information from our live databases as well as any Content that you uploaded to the Website or App using such Account. CAM will not have any liability whatsoever to you for any termination of your Account or related deletion of your information.

3. Fees. You acknowledge that CAM reserves the right to charge for Services and to change its fees from time to time in its discretion, upon posting by CAM on the Website or in the App. Upon using the Services, you will be responsible for the payment of any applicable fees, and shall pay such fees to CAM as set forth on the Website or in the App.

4. Conditions of sale.

4.1 Eligibility; Credit Card Terms. To order any Software or other products, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction. You will be required to give us a valid credit card number (VISA, MasterCard, American Express or any other issuer then accepted by us) and associated payment information at the time you order Software or any other products hereunder, including all of the following: (i) your name as it appears on the card, (ii) the credit card type, (iii) the date of expiration of your credit card, (iv) billing address, and (v) any activation numbers or codes needed to charge your card. CAM currently does not accept cash, checks or any other payment form, although in the future we may change this policy. Your credit card issuer agreement governs your use of your designated credit card, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. You agree that no additional notice or consent is required before CAM invoices the credit card for all amounts due and payable. By providing CAM with your credit card number and associated payment information, you agree that CAM is authorized to immediately invoice your account for all fees and charges due and payable to CAM as a result of your purchase of any Software or other products. You agree to immediately notify CAM of any change in your billing address or the credit card used for payment hereunder. CAM reserves the right, at any time, to change its prices and billing methods for Software and other products sold, either immediately upon posting on the Website or in the App, or by e-mail delivery to you.

4.2 Fees and Charges. You agree to pay all fees and charges incurred in connection with your orders and purchases (including any taxes imposed on your orders and purchases, including, but not limited to, sales, use or value-added taxes) at the rates in effect when the charges were incurred. CAM may automatically charge and withhold such taxes for orders to be delivered to addresses within any jurisdictions that it deems is required. When you order Software or other products for overseas delivery, you may be subject to import duties and taxes, which are levied when the package with the Software or products arrives at the destination that you specified. Any charges for customs clearance have to be borne by you, as CAM has no control over such charges and cannot foresee the amount charged (if any). Since customs policies vary from country to country, you should contact the customs office in the country where you have us ship your Software or other products to get more information. Please be also aware that you are considered the importer of record and must comply with all laws and regulations of such country.

4.3 Disputes. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement, or such dispute will be deemed waived. Billing disputes should be notified to the following address: CAM Customer Service, 300 N. New York Avenue #2395, Winter Park, FL 32790. If CAM does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by CAM or its agents.

4.4 Returns. All sales of Software and other products are subject to CAM's then-current return policies, as posted on the Website.

5. Order acceptance policy. Your receipt of an electronic or other form of order confirmation does not signify CAM's acceptance of your order, nor does it constitute confirmation of our offer to sell. CAM reserves the right at any time after receipt of your order to accept or decline your order for any reason. CAM further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by CAM upon our delivery of the products that you have ordered. We may require additional verifications or information before accepting any order.

6. Title and Risk of Loss. All sales of Software and other products are made FOB shipping agent. Risk of loss to each shipment of the Software and other products shall pass to you upon transfer to the shipping agent, FOB.

7. Password. When you sign up to become a Member, you will also be asked to choose a username and a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the Account, username, or password of another Member at any time. You agree to notify CAM immediately if you suspect any unauthorized use of your Account or access to your password. You are solely responsible for any and all use of your Account.

8. Your Software Content.

8.1 Definitions. "Content" includes text, files, design templates, images, photos, video, sounds, works of authorship, and other material. Your "Software Content" includes Content that you include in the Software, submit to CAM for Software and or any other services, or that you contribute to the Software of other Members. **CAM HAS NO OWNERSHIP OF ANY OF YOUR SOFTWARE CONTENT.**

8.2 Ownership of Your Software Content. You represent and warrant that: (i) you own or otherwise have the right to grant the licenses set forth in this section for the Software Content that you provide to and post on the Services, contribute to other Members, or provide for our services to have them printed in a Software, and (ii) your Software Content does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity.

9. CAM Content. The Services contain Content of CAM and its licensors ("CAM Content"). CAM and its licensors (including Users) own and retain all proprietary rights in the CAM Content, Data Collection and the Services. CAM hereby grants you a limited, revocable, non-sublicensable license to reproduce and publicly display the CAM Content (excluding any software code) solely for your personal use in connection with viewing the Website and using the Services. Except as provided in the previous sentence, you shall not reproduce, distribute, publicly perform (including by means of digital audio transmission), publicly display, create derivative works of, and otherwise use the CAM Content.

10. Other Content. You hereby grant to CAM an irrevocable, perpetual, nonexclusive, fully-paid and royalty-free license (with right to sublicense) to use, create derivative works, reproduce, distribute and publicly display any Content, but not your Software Content, that you upload, post, email, transmit or otherwise make available on the Website or App ("Other Content"). Examples of Other Content include your digital correspondences with CAM via social media, any public information you upload about a Software through our Website or App,

and public profile information you provide through our Website or App. We may use Other Content in our internal and external marketing materials as well as to provide You with better service and support.

11. Your Content and Activity. You are solely responsible for any and all Software Content and Other Content that is posted by or through your Account on any Services (including any Content that you may have received by third parties), and for your interactions with other Users. You agree that CAM retains the right to create limits on CAM's archiving of such data, including but not limited to the right to delete such data after a certain period without a purchase or to charge for extended storage of such data.

11.2 Your Profile. Any Content posted by you in your profile may not contain nudity, or offensive subject matter.

11.3 Member Interaction. You will not use (a) the Services and (b) any information obtained from the Services in order to harass, abuse, send Spam to, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent.

11.4 No Disruption. You will not: (i) cover or obscure the banner advertisements that might be placed on your personal profile page, or any CAM page via HTML/CSS, scripting, or any other means, if any; (ii) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services; or (iii) introduce software or automated agents to the Services, generate automated messages, or to strip or mine data from the Services.

11.5 Miscellaneous. You will not attempt to impersonate another User or person, including any employee of CAM. You will use the Services in a manner consistent with any and all applicable laws and regulations.

11.6 Enforcement by CAM. CAM has the right (but not the obligation) to review any Content and delete any Content that in the sole judgment of CAM violates this Agreement; is Prohibited Content, is illegal, violates the rights, harms, or threatens the safety of any User or any other person; or creates liability for CAM, its suppliers, service providers, partner companies, or any User. CAM reserves the right (but has no obligation) to investigate and take action in its sole discretion against you if you violate this provision or any other provision of this Agreement, including without limitation, removing Prohibited Content from the Services, terminating your membership, reporting you to law enforcement authorities, and taking legal action against you.

12. Copyright Policy. It is CAM's policy to terminate membership privileges of any Member who infringes copyright upon prompt notification to CAM by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services or used in any Software in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the location on the Service of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for CAM's Copyright Agent for notice of claims of copyright infringement is as follows:

Center for Aggression Management, Inc
Attn: Copyright Agent
300 N. New York Avenue #2395
Winter Park, FL 32790
General Support

13. Third Parties and Other Users.

13.1 Third Party Content. Content from other Users, advertisers, and other third parties is made available to you through the Services. Because CAM does not control such Content, you agree that CAM is not responsible for any such Content, including advertising and information about third party products or services. Because CAM does not have control over such Content, CAM makes no guarantees about the accuracy, currency, suitability, or quality of such Content, and CAM assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by other Users, advertisers, and third parties.

13.2 Responsibility. Your interactions with other Users or third parties, or with advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other User, the advertiser, or third party. The foregoing also applies to any interaction between Members (including the contribution and/or receipt of any Content) in the course of using the Services' functionality to make contributions to the Software of other Members and to receive contributions from other Members to your own Software. You agree that CAM will not be responsible for any loss or damage incurred as the result of any such interactions and dealings listed in this section or with respect to any other User's use or disclosure of your personally identifiable information. If there is a dispute between you and any third party (including any User), CAM is under no obligation to become involved; however, CAM reserves the right to monitor disputes between you and other Users.

13.3 Third-Party Links. The provision of links to other websites or locations is for your convenience and does not signify our endorsement of such other websites or locations or their contents. Links to other Websites or locations may also be posted by other Users within the CAM community. CAM has no control over, does not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of our Privacy Policy do not apply to these outside websites.

14. Limited Warranty.

14.1 Limited Warranty for Software. CAM warrants that, subject to minor differences across products as described in CAM's Return Policy, Software will be free of any material defects in materials and workmanship. CAM will, at its own expense and at its sole obligation and your exclusive remedy, replace any materially defective Software which you report to CAM via CAM's Order Support within fourteen (14) days of your receipt thereof in accordance with the Return Policy.

14.2 Exceptions to Warranty. CAM does not proof, edit or change any of the Content in the Software that you post or submit. As a result, the foregoing limited warranty does not include the obligation to correct (a) typographical errors, mistakes in grammar, unfinished text or other text errors; (b) low resolution images that may appear blurry; (c) design issues, including Software format, organization, style, color and page layout; or (d) any other creative choices that you make related to the Software. **YOUR SOFTWARE CONTENT CANNOT BE EDITED ONCE IT IS UPLOADED TO THE WEBSITE.** CAM is not responsible for any incorrect or inaccurate Content (including any profile information) posted on the Services, whether caused by Users, Members or by any of the equipment or programming associated with or utilized in the Services. CAM assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or User communication. CAM is not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or at the Website or App or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Services. Under no circumstances shall CAM be responsible for any loss or damage, including personal injury or death, resulting from use of the Services or from any Content posted on the Website or App or transmitted to Users, or any interactions between Users of the Services, whether online or offline.

14.3 Disclaimers. TO THE EXTENT LEGALLY PERMITTED UNDER THE APPLICABLE LAWS, (A) THE SERVICES ARE PROVIDED “AS-IS” AND AS AVAILABLE AND EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14.1 ABOVE, (B) CAM EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

15. Limitation on Liability. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, CAM SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF CAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CAM’S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO THE GREATER OF FIFTY U.S. DOLLARS (\$50), OR THE AMOUNTS YOU PAID TO CAM IN THE SIX (6) MONTHS PRIOR TO THE ACCRUAL OF THE CLAIM. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE CAM’S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CAM OR ITS AGENTS OR EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. Release. You hereby release CAM, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with other Users.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

17. Indemnity. You agree to defend, indemnify, and hold CAM, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney’s fees, made by any third party due to or arising out of your use of the Services in violation of this Agreement and/or arising from your breach of any provision of this Agreement.

18. Electronic communications. The communications between you and CAM use electronic means, whether you visit the Website or App or otherwise use the Service or send CAM e-mails, or whether CAM posts notices on the Website or App or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from CAM in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that CAM provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in writing. The foregoing does not affect your statutory rights.

19. U.S. Export Controls. Content and software available in connection with the Services (the “Software”) is further subject to United States export controls. No Content or Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. By downloading or using the Content and Software, you represent and warrant that such download or use is not in violation of any such law.

20. Governing Law and Arbitration. This Agreement shall be governed by the laws of the State of Florida without giving effect to any conflict of laws principles that may provide the application of the law of another

jurisdiction. You and CAM agree to submit to the jurisdiction of, and agree that venue is proper in, the state courts located in Orlando, Florida (USA) and the federal courts located in the ~~Northern~~ (USA) in such legal action or proceeding. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement where the total amount of the award sought is less than five thousand U.S. Dollars (US\$ 5,000.00) shall be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with this Agreement. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) all arbitration proceedings shall be held in English; c) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider. Notwithstanding the foregoing, CAM may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Please note that the laws of the jurisdiction where you are located may be different from Florida law, including the laws governing what can legally sold, bought, exported, offered or imported. You shall always comply with all the international and domestic laws, ordinance, regulations and statutes that are applicable to your use of the Services and your purchase of Softwares and other products from the CAM Services.

21. Relationship of Parties. You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or in your Software Content, that would reasonably contradict anything in this section.

22. Notices. CAM may give any notice required by this Agreement by means of a general notice on the Website, electronic mail to your e-mail address on record with CAM, or by written communication sent by first class mail or pre-paid post to your address on record with CAM. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to CAM, addressed to the attention of its Chief Operating Officer (such notice shall be deemed given when received by CAM) at any time by any of the following: letter sent by confirmed facsimile to CAM at the following email address: info@AggressionManagement.com, letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to CAM at the following address: Chief Operating Officer, CAM, Inc., 300 N. New York Avenue #2395, Winter Park, FL 32790.

23. Force Majeure. A party will not be liable for non-performance or delay in performance (other than of obligations regarding payment of money) caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any “act of God.”

24. Other. This Agreement is accepted upon your use of the Website or App or any of the Services or when you register to become a Member. This Agreement, including the Software End User License Agreement, the App End User License Agreement and the Privacy Policy which are incorporated by reference, constitutes the final, complete and exclusive agreement between you and CAM regarding the subject matter hereof and supersedes and merges all prior discussions between the parties. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest

extent possible under any applicable law and the remaining provisions will continue in full force and effect. The failure of CAM to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The parties of this Agreement have expressly required that the present Agreement be drawn up in the English language. Please contact us with any questions regarding this Agreement. You may also receive a copy of this Agreement in (in ASCII text format) by contacting us via CAM's general support form.

25. Copyright/Trademark Information. Copyright © 2005–2016, CAM. All rights reserved. The trademarks, logos and service marks (“**Marks**”) displayed on the Website and App or in connection with the Services are the property of CAM. You are not permitted to use these Marks without the prior written consent of the third party that owns the Mark.

26. International Provisions. The following provisions shall apply only if you are located in the countries listed below.

26.1 United Kingdom. A third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

26.2 Germany. Notwithstanding anything contrary in Section 15, CAM is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).