

Terms and Conditions for the Use of Planubo GbR's Services

A. General Provisions for All Services

1. Scope and Applicability

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply exclusively to the services provided by Planubo GbR (hereinafter referred to as the "Provider") to its clients, who are to be regarded as entrepreneurs within the meaning of Section 14 of the German Civil Code (hereinafter referred to as the "Customer").

1.2. Any terms and conditions of the Customer that conflict with or deviate from these T&C shall only become part of the contract to the extent that the Provider has expressly agreed to their validity. This applies in particular if the Provider performs services without reservation, accepts payments without objection, or does not expressly object to the Customer's T&C.

1.3. Amendment of these Terms and Conditions

1.3.1. The Provider is entitled to amend or adapt these Terms and Conditions at any time with future effect, in particular to adapt them to changed legal frameworks, technical advancements in the software solution, new or modified functions, or integrated service providers. Changes to the detriment of the Customer that significantly alter the balance between performance and consideration are excluded.

1.3.2. The Provider shall inform the Customer of amended Terms and Conditions by making the new version available to the Customer in the Customer Portal and requesting the Customer's active consent upon the next login. Consent is given by clicking the button provided for this purpose ("Blocker"). The Provider is entitled to temporarily restrict or deactivate individual or all functions of the software solution until the Customer gives active consent. Functions for data export and termination are only exempt from this if the Customer requests them from the Provider via email.

1.3.3. There is no advance notice period. However, the customer has the right to refuse consent to the amended version. In this case, the customer is entitled to terminate the contract extraordinarily without notice as of the effective date of the amended Terms and Conditions; termination may be declared via the customer portal. In this case, a pro-rata refund of any fees already paid in advance for periods following the termination of the contract will be provided.

1.3.4. If the customer actively agrees to the amended Terms and Conditions, the amended Terms and Conditions become part of the contract upon such agreement. If the customer neither agrees to nor

terminates the contract, the previous Terms and Conditions remain unchanged as the basis of the contract until such time as the customer agrees to or terminates the contract; in this case, the Provider may restrict the use of the software solution in accordance with Section 1.3.2 and terminate the contract ordinarily with one (1) month's notice to the end of the month after the expiration of a reasonable period, but at least four (4) weeks after the first request for consent.

1.3.5. The Provider shall expressly inform the Customer in the request for consent as well as in the consent dialog of the consequences of consent, refusal, and failure to respond in accordance with Sections 1.3.2 and 1.3.4.

1.4. Storage of Contract Text and Consents

1.4.1. The current version of these Terms and Conditions is available to the Customer at any time at <https://planubo.com/terms-of-service/>.

1.4.2. The Provider stores every consent given by the Customer to these Terms and Conditions as well as to subsequent changes in a permanent consent log ("Consent Log").

1.4.3. The storage takes place for the duration of the contractual relationship and subsequently for the duration of the statutory retention periods, but for no longer than ten (10) years after the end of the contract.

1.4.4. The Provider stores every version of these Terms and Conditions that was presented to a Customer for consent in an audit-proof archive, so that the Customer can verify at any time which specific version of the contract they agreed to.

1.5. Individual written agreements between the customer and the provider made on a case-by-case basis (including ancillary agreements, supplements, and amendments) shall in any case take precedence over these Terms and Conditions.

2. Subject Matter of the Contract and Conclusion of the Contract

2.1. The subject matter of these Terms and Conditions are contracts regarding the use of the Provider's software solution (see Part C of these Terms and Conditions) and related services (see Parts B and D of these Terms and Conditions).

2.2. The Provider advertises the services it offers on the website "planubo.com." This does not constitute a legally binding offer, but rather an invitation to the Customer to submit an offer to conclude a contract (so-called "invitatio ad offerendum").

2.3. Use of the services requires the customer's registration and the conclusion of a contract between the customer and the provider. By confirming the registration and checking the box "*I have read and accept the Terms of Service.*" the customer submits a binding offer to conclude the contract.

- 2.4. The contract for the services to be provided by the Provider is concluded upon the Provider's acceptance of the offer and confirmation of the registration to the Customer (booking confirmation).
- 2.5. In the event that the customer wishes to use the software solution as part of a trial period pursuant to Part C, Section 3, the contract is concluded upon activation of the free trial period.
- 2.6. The registration of a legal entity or a partnership may only be carried out by a natural person authorized to act on its behalf, who must be named. The Provider may refuse registrations if there is an objective reason to do so, e.g., if incorrect information is provided or if there is reason to fear that payment obligations will not be met.

3. Prices and Payment Terms

- 3.1. The prices and rates for the Provider's services can be found on the Provider's website.
- 3.2. All prices are net, plus the applicable statutory sales tax.
- 3.3. Commercial billing and payment processing for the services are handled by Paddle, the integrated and authorized Merchant-of-Record payment service provider. To process payments, the customer enters into a contract directly with the Merchant-of-Record payment service provider, whereby the Merchant-of-Record payment service provider is specifically responsible for receiving and processing the customer's booking, invoicing, payment processing, tax treatment of the transaction, and handling payment issues. The technical provision and performance of the services under these Terms and Conditions are otherwise carried out by the Provider.
- 3.4. Upon expiration of the respective agreed payment term, the customer shall be in default without the need for a reminder from the Provider. During the period of default, interest shall accrue on the invoice amount at the applicable statutory default interest rate. The assertion of further damages resulting from default as well as the lump-sum compensation pursuant to Section 288(5) of the German Civil Code (BGB) remains unaffected.
- 3.5. In the case of recurring payment obligations, the Provider shall notify the Customer of price changes at least three (3) months before they take effect. In the event of a price increase, the Customer is entitled to object to the price increase within four (4) weeks of receiving the notification. Unless the Customer objects, the new prices shall apply for the respective contract term until any further price change. If the customer objects, the Provider is entitled to terminate the contractual relationship with the customer with four (4) weeks' notice effective at the end of the contract term.

4. Customer's Obligations to Cooperate

- 4.1. The use of the Provider's services requires the Customer's cooperation to ensure proper service delivery. The Customer is obligated to fulfill the cooperation obligations required by the Provider promptly, completely, and free of charge.
- 4.2. The customer shall, to the extent necessary, provide the provider with all documents and information required for the provision of services and designate a suitable contact person who is available to the provider during normal business hours to answer questions. The customer shall provide an email address for the creation of a customer account.
- 4.3. If the customer fails to fulfill their obligations to cooperate, or does so improperly or untimely, and this affects the provider's performance of services, the provider shall not be liable for any resulting disadvantages to the customer. Furthermore, the Provider is entitled to reschedule agreed-upon dates if the Customer fails to fulfill their obligations to cooperate fully, properly, and in a timely manner. The Provider will invoice the Customer separately for any additional expenses incurred as a result—without prejudice to further rights. In addition, the Customer must reimburse the Provider for any expenses incurred.

5. Use of Subcontractors

- 5.1. The Provider is entitled to engage subcontractors to perform the services. The Provider will inform the Customer of this in advance.
- 5.2. The Provider shall ensure the proper selection of subcontractors to be engaged and shall structure agreements with them in such a way that they comply with the provisions of these Terms and Conditions.

6. Liability

- 6.1. The Provider shall be liable without limitation for claims for damages or reimbursement of expenses arising from intent or gross negligence, for damages resulting from injury to life, limb, or health, as well as in cases of mandatory statutory provisions, in particular liability under the Product Liability Act (ProdHG), the assumption of a warranty, or in the event of a defect fraudulently concealed.
- 6.2. The Provider is liable in cases of slight negligence for the breach of material contractual obligations. Material contractual obligations are those whose fulfillment is essential for the proper performance of the contract or whose breach jeopardizes the achievement of the contract's purpose and on whose compliance the Customer may regularly rely. Liability is, however, limited in this respect to foreseeable damage typical for this type of contract.
- 6.3. The Provider is liable for data loss only up to the amount that would have been incurred for data

recovery had the data been properly and regularly backed up.

- 6.4. The foregoing liability provisions also apply with respect to the Provider's liability for its vicarious agents and legal representatives.

7. Confidentiality and Data Protection

- 7.1. The parties shall maintain confidentiality regarding confidential information and protect it with due care from disclosure to unauthorized third parties. Third parties within the meaning of this provision do not include employees of the Provider.
- 7.2. "Confidential information" includes all information and documents of the other party that are marked as confidential or are to be regarded as confidential under the circumstances. This includes, in particular, trade secrets and information regarding know-how and operational processes.
- 7.3. Information shall not be considered confidential information within the meaning of the preceding section 7.2 if
 - 7.3.1. which the receiving party can demonstrably prove is already known to it or becomes known to it from third parties without thereby violating a confidentiality agreement, statutory provisions, or official orders;
 - 7.3.2. that is publicly known or is made public without this being based on a breach of these provisions;
 - 7.3.3. which must be disclosed due to legal obligations or by court or official order. To the extent permitted and possible, the party obligated to disclose shall notify the other party in advance and give it the opportunity to object to the disclosure.
- 7.4. These obligations shall remain in effect during the term of the Agreement and for a period of three (3) years following the termination of the Agreement.
- 7.5. The customer is responsible for complying with all data protection regulations regarding the processing of personal data. In the event that personal data is processed on behalf of the customer, the parties shall enter into a Data Processing Agreement in accordance with Article 28 of the GDPR. The Data Processing Agreement is either attached to the Provider's offer or can be accessed via the link https://planubo.com/wp-content/uploads/2026/05/Agreement-on-the-processing-of-personal-data_Planubo_19-May-2026.pdf.
- 7.6. The Provider is entitled to use data in anonymized form for analysis purposes and for troubleshooting.

B. Consulting and Support Services

1. Scope of Services

- 1.1. The Provider's services include consulting and support services in the area of branding/whitelabeling; in particular, the Provider assists with the branding/whitelabeling of the software solution based on the specifications agreed upon with the Customer.

- 1.2. Unless otherwise agreed, these services provided by the Provider constitute services pursuant to Sections 611 et seq. of the German Civil Code (BGB). In such cases, the Provider is not obligated to adapt the software solution to the Customer's individual needs or existing IT infrastructure.

- 1.3. The Customer is solely responsible for carrying out the branding/whitelabeling, e.g., by uploading a logo or making other configurations in the software solution's settings. The Provider merely supports and advises the Customer in this regard but is not responsible for any control or success.

2. Remuneration

- 2.1. For consulting and support services, the Provider shall receive remuneration calculated based on the time expended. The prices for the provision of services shall be determined by the agreement reached between the parties in each case.
- 2.2. In addition, the Provider is entitled to reimbursement of expenses necessary for the provision of services, including travel costs.

3. Performance of Consulting and Support Services

- 3.1. The Provider is generally free to choose the location of service provision. Only to the extent necessary in individual cases will the Provider provide the consulting and support services at the Client's premises.
- 3.2. The Provider shall decide at its own discretion, based on the relevant qualifications, which personnel it will assign to perform the services. The Customer has no right to request the assignment of specific personnel.
- 3.3. The personnel deployed by the Provider are subject exclusively to the Provider's instructions. This applies in particular even if, in individual cases, the provision of services at the Customer's premises is required.

C. Software License for Use of the SaaS Solution

1. Scope of Services

- 1.1. During the term of the contract, the Provider shall make the software solution available to the Customer for use to the extent granted below.
- 1.2. The software solution is provided as Software as a Service ("SaaS") via access through "app.planubo.com." In addition, access may also be provided via other subdomains or URLs, particularly if the Customer uses the software's personal branding feature. In this case, the Customer may, for example, access the software via a custom subdomain such as "abc.planubo.com."
- 1.3. The Provider also offers, for a separate fee, extensions to customize the Customer's website, in particular a customer-owned domain ("Custom Domain"), which allows the Customer to deliver the

software solution under their own domain registered by the Customer. The technical setup is carried out as part of a setup order in accordance with Part D of these Terms and Conditions.

- 1.4. After the contract is concluded, the Provider will send the Customer login credentials and instructions for using the software solution. The Customer must immediately change the login credentials received, particularly passwords, in accordance with general security standards.
- 1.5. The Provider is entitled to update and further develop the software at any time and to adapt it due to changes in the legal landscape, technical developments, or to improve IT security. In doing so, the Provider will take the Customer's legitimate interests into account appropriately and inform the Customer in a timely manner of any necessary updates. If and to the extent that the release of a new version or an update entails a material change to the software's functionalities, the Provider shall notify the Customer in writing no later than four (4) weeks before such a change takes effect. The Customer is entitled to object to such a change, in which case the contract shall be terminated extraordinarily. If the Customer does not object to the change in writing within a period of four (4) weeks from receipt of the notice of change, the change shall become part of the contract.
- 1.6. The Customer is entitled to use the payment service provider integrated into and made available as part of the software solution for billing its end customers. In the event that this feature is used, the terms and conditions of the payment service provider shall apply. In particular, transaction fees must be paid directly to the payment service provider. The Provider may charge additional fees as applicable.

2. Trial Period

- 2.1. The Provider shall provide the Customer with free trial access to the software solution for the period specified below (hereinafter **the "Trial Period"**).
- 2.2. The trial period lasts fourteen (14) days from registration. The parties may agree to extend the trial period by up to fourteen (14) additional days through additional services. The Provider is entitled to grant the Customer a discount of up to 50% on the first billing period. The current terms and conditions for the extension and the discount are displayed to the Customer in the Customer Portal.
- 2.3. During the trial period, the functions of the software solution are available to the Customer only to the extent specified by the Provider.

3. Fees

- 3.1. The Customer must pay the Provider a fee in advance for the use of the software solution and the granting of usage rights. The parties shall agree in

advance on the applicable billing method (monthly, annually, or as a one-time payment).

- 3.2. The customer may select a paid plan either during the trial period (see Section 2) or at any time after the trial period has ended. If the trial period ends without the customer having selected a paid plan, the paid features will be automatically deactivated; the contract will otherwise continue with a reduced scope of features (Free Plan) until the customer cancels or selects a paid plan.

4. Season Pass

- 4.1. In addition to the plans listed in Section 3, the Provider also offers time-limited access to the software solution for a one-time payment ("Season Pass"). The Season Pass grants the Customer access to the features specified in the respective Season Pass for the period selected upon conclusion of the contract (e.g., 3 or 6 months). The specific scope of services, any quotas (e.g., maximum number of managed customers or employees), and the price are determined by the service description in the customer portal at the time the contract is concluded.
- 4.2. Access to the software solution begins upon full payment of the Season Pass and ends automatically upon expiration of the selected period, without the need for termination. There is no automatic renewal.
- 4.3. Payment for the Season Pass is due in full upon conclusion of the contract and must be paid in advance. No refund will be issued for non-use or early termination of access by the customer, to the extent permitted by law and unless otherwise provided below.
- 4.4. The customer may switch to a subscription plan offered by the provider at any time during or after the term of the Season Pass. If the switch occurs during an ongoing Season Pass period, the Season Pass ends upon activation of the subscription plan; the Season Pass fee will not be credited toward or proportionally refunded for the subscription, unless otherwise agreed upon in individual cases.
- 4.5. The provisions of these Terms and Conditions apply to the Season Pass accordingly, unless this Section 4 provides otherwise. The provisions regarding the term and termination under Sections 10.1 through 10.3 do not apply to the Season Pass.

5. Grant of Rights of Use

- 5.1. Upon full payment of the agreed-upon fee, the Provider grants the Customer the non-exclusive and non-transferable right, limited to the term of the contract, to use the Software worldwide by the agreed-upon users in accordance with its intended purpose. Users are defined as all users registered by name in the Software's user management system (Named Users).

- 5.2. The Customer may reproduce the Software only to the extent that this is covered by the intended use of the Software. Necessary reproduction includes loading the Software into the working memory on the Provider's server, but does not include even temporary installation or storage of the Software on data carriers of the hardware used by the Customer.
- 5.3. The Customer shall use the Software solely for its internal business purposes. The Customer is not authorized to rent, lend, sell, allow third parties to use, assign, or transfer the Software or the rights to the Software; nor is the Customer authorized to copy the Software or to authorize the copying of the Software, either in part or in its entirety.
- 5.4. If the software is made available for testing purposes, the customer's rights of use are limited to actions that serve to determine the software's functions and suitability for the customer; in particular, productive operation of the software or preparation for productive operation is prohibited.
- 5.5. Any supplementary program code (e.g., update, upgrade) made available to the customer for the purpose of troubleshooting or as part of maintenance is considered an integral part of the software provided and is subject to the terms of these Terms and Conditions, unless otherwise agreed.
- 5.6. Upon termination of the contract, the rights of use shall automatically expire without requiring a declaration from the Provider.
- 5.7. Upon termination of the contract, the Provider shall make the Customer's data available to the Customer upon request within one (1) month in a standard data format.
- 5.8. Notwithstanding the foregoing provisions regarding termination of the contract and the legal consequences, in the event of a request for switching or data deletion pursuant to Section 25 of the Data Act, the termination of the contract and the legal consequences shall be governed by the "Cloud Switching" **appendix** (https://planubo.com/wp-content/uploads/2026/05/Appendix_Agreement-on-Cloud-Switching-under-the-Data-Act_19-May-2026.pdf). The information required for cloud switching is also provided there as an appendix.
- 5.9. To the extent that software or applications are made available to the Customer for the use of the Services for which the Provider holds only a derivative right of use (hereinafter referred to as "Third-Party Software"), the terms of use agreed upon between the Provider and its licensor shall take precedence over the provisions of these General Terms and Conditions. The Provider shall draw attention to the respective terms of use for the Third-Party Software provided and make them available to the Customer. In the event of a breach of these terms of use by the Customer, the Provider's licensor shall also be entitled, in addition to the Provider, to assert the resulting claims and rights in its own name.

6. Obligations of the Customer

- 6.1. The Customer shall familiarize themselves with the essential functional features of the software and its technical requirements (e.g., regarding browsers, client hardware, and network connections) and ensure these are met. The Customer shall perform regular data backups.
- 6.2. The customer shall take the necessary technical and organizational precautions to prevent the use of the software solution by unauthorized third parties. In particular, the customer shall protect and safeguard the transmitted access data from access by third parties in accordance with the state of the art. The access data may not be disclosed to third parties.
- 6.3. The Customer is obligated to notify the Provider immediately of any unauthorized access or attempted access.
- 6.4. In the case of Section 1.3, the Customer is personally responsible for compliance with the applicable legal requirements regarding data protection and the legal notice (.). The Customer shall ensure that the rights required for the use of a custom domain (domain ownership, right of disposal) are in place. The Customer shall indemnify the Provider against any claims by third parties resulting from a breach of these obligations.
- 6.5. The Customer is solely responsible for the proper invoicing of its services to its end customers. The Customer is responsible for verifying the accuracy of invoices generated via the software solution's functions before sending them to end customers.

7. Warranty for Material and Legal Defects

- 7.1. With regard to the granting of the right to use the software solution, the provisions of Sections 535 et seq. of the German Civil Code (BGB) generally apply.
- 7.2. The customer may not assert a reduction in compensation by independently deducting the reduction amount from the compensation. This does not affect the customer's right to a refund of the overpaid portion of the compensation in the event of a justified reduction.
- 7.3. The warranty is excluded for only minor impairments to the functionality of the services. The Provider's strict liability for defects existing at the time the contract is concluded pursuant to Section 536a(1) of the German Civil Code (BGB) is also excluded.
- 7.4. If third parties assert claims against the Customer due to the infringement of rights, the Customer shall immediately inform the Provider thereof in writing or in text form. The Customer is not authorized to make any admission to the third party, and the Customer expressly reserves all defense measures and settlement actions to the Provider.

The Provider is entitled, at its own discretion, either to modify the services so that the third party's rights are no longer infringed, or to obtain the necessary authorization for the Customer to use the software. The Customer or any third party commissioned by the Customer is prohibited from taking such action on their own.

- 7.5. In the event of defects in third-party software used by the Provider for the purpose of providing services, and where the Provider is not permitted to remedy such defects itself, the Provider's obligation to remedy the defects consists of asserting claims against the respective licensors.

8. Availability and Disruptions

- 8.1. The Provider guarantees an average monthly availability of the software solution at the handover point of 99%. The handover point is the router output of the data center in which the server hosting the Provider's software solution is located.
- 8.2. The parties define availability as the technical usability of the software solution at the handover point for use by the customer. Maintenance periods, periods of disruption within the resolution timeframe, and periods of disruption to the customer's necessary technical infrastructure not attributable to the provider are considered periods of availability of the software solution. Periods of minor disruptions are not taken into account when calculating availability. The Provider's measuring instruments in the data center shall be decisive for verifying availability.
- 8.3. The customer must report disruptions to the provider immediately by email to support@planubo.com .
- 8.4. The Provider shall, at its own discretion and taking the Customer's interests into account, classify the occurring disruption into the following categories:
 - 8.4.1. Category 1 (high priority): A disruption that causes the software or essential parts thereof to fail, rendering its use completely or nearly completely impossible.
 - 8.4.2. Category 2 (high priority): A malfunction that impairs the use of the software to such an extent that meaningful use is not possible or is only possible with disproportionate effort.
 - 8.4.3. Category 3 (normal priority): Other (minor) issues that do not affect the use of the software, or only to a negligible extent.
- 8.5. The Provider's service hours are Monday through Friday, 9:00 a.m.–6:00 p.m. (CET/CEST), excluding public holidays at the Provider's headquarters. The Provider will respond to a report of a malfunction submitted by the Customer within the following response times, calculated from the time the report is received during service hours (outside of service hours, the response time begins at the start of the next service period):

8.5.1. For Category 1 malfunctions: Within four (4) hours during service hours;

8.5.2. For Category 2 malfunctions: Within one (1) business day;

8.5.3. For Category 3 faults: Within three (3) business days.

Response means that the Provider contacts the Customer and begins analyzing the fault; complete resolution within the response time is not guaranteed.

8.6. In the event of Category 1 and 2 malfunctions, the Provider is entitled to provide the Customer with a so-called workaround until the issue is fully resolved. The resolution of minor malfunctions is at the Provider's discretion.

8.7. Furthermore, the Provider is entitled to resolve malfunctions through updates or new program versions that also include new features (upgrades).

9. Maintenance

- 9.1. The Provider is entitled to perform regular maintenance on the software. Maintenance takes place on Saturdays or Sundays between 10:00 p.m. and 5:00 a.m. and thus generally outside the Customer's normal business hours, unless the maintenance must be performed at a different time for urgent operational or other compelling reasons.
- 9.2. If and to the extent that the customer is able to use the software during announced periods of unavailability, there is no legal entitlement to do so.

10. Term and Termination

- 10.1. The minimum contract term for a contract with a paid plan is six (6) months from the selection and payment of the plan (hereinafter "**minimum contract term**"). The preceding trial period does not count toward the minimum contract term.
 - 10.2. Upon expiration of the minimum contract term, the contract is extended indefinitely. It may be terminated by the customer as follows:
 - 10.2.1. If the customer has chosen an annual payment plan, they may terminate the contract with one (1) month's notice effective at the end of the current billing period (year).
 - 10.2.2. If the customer has chosen monthly billing, they may terminate the contract with fourteen (14) days' notice effective at the end of the current billing period (month).
 - 10.3. The provider may terminate the contract after the minimum contract term has expired with three (3) months' notice to the end of a billing period.
 - 10.4. The right to terminate the contract for cause remains unaffected. A valid reason for the Provider exists, among other things, if the Customer is more than sixty (60) days in arrears with payment of the fee or violates material contractual obligations, in particular provisions regarding rights of use, and fails to remedy this violation within thirty (30) days

of receiving a warning from the Provider. The customer's right to terminate the contract for cause pursuant to Section 543(2), Sentence 1, No. 1 of the German Civil Code (BGB) is excluded.

- 10.5. Terminations must be made in writing or in text form.
- 10.6. For time-limited access in exchange for a one-time payment ("Season Pass"), the separate provisions in Section 4 apply; Sections 10.1 through 10.3 do not apply to the Season Pass.

D. Setup Service

1. Subject Matter of the Contract and Scope of Services

- 1.1. At the customer's request, the provider will perform certain setup services to put the software solution into operation ("Setup Service"). The setup service includes, in particular, the creation of master data, the configuration of modules, the setup of booking pages, and the uploading of content (e.g., logos, descriptive texts, price lists). The specific scope of services is set forth in the individual agreement concluded between the parties (also referred to as the "Setup Order").
- 1.2. Unless otherwise agreed, the Setup Service constitutes a service for a specific result within the meaning of Sections 631 et seq. of the German Civil Code (BGB).
- 1.3. The setup service generally requires the conclusion of a contract for the use of the software solution in accordance with Part C of these Terms and Conditions and is provided after the end of any agreed-upon trial period. The Provider is entitled to provide setup services even during a trial period; however, there is no entitlement to such services.

2. Remuneration

The Provider's remuneration is based on the individual agreement reached with the Customer. Unless otherwise agreed, remuneration is due upon acceptance of the setup service.

3. Customer's Obligations to Cooperate

- 3.1. The Customer shall immediately provide the Provider with all information necessary for the performance of the setup service, in particular access data, content, and approvals. This includes, in particular, logos, master data, pricing and tax information, as well as legally required texts (e.g., SEPA mandate texts, legal notice, privacy policies, links to Terms and Conditions, etc.).
- 3.2. The customer bears sole responsibility for the accuracy of the content and its legal compliance. The provider will not perform any review.
- 3.3. If the customer fails to fulfill their obligations to cooperate, or does so late or incompletely, the provider is entitled to postpone agreed deadlines as

appropriate. Any additional expenses incurred as a result may be billed separately.

4. Acceptance

- 4.1. Upon completion, the Provider shall make the setup service available to the Customer and notify the Customer thereof in writing (e.g., via email or in-app message), specifying the acceptance period.
- 4.2. The customer is required to inspect and accept the installation service within ten (10) business days of receiving the notification, or to reject it in writing, specifying any specific defects.
- 4.3. The setup service shall be deemed accepted if (a) the customer does not accept it or report defects within the period specified in Section 4.2, or (b) the customer uses the installation service in whole or in part in productive operation. Use for testing purposes alone does not constitute acceptance.
- 4.4. Minor defects do not entitle the customer to refuse acceptance.
- 4.5. The Provider is entitled to submit self-contained partial services for acceptance separately.

5. Warranty

- 5.1. The warranty is governed by statutory provisions, unless otherwise provided in these General Terms and Conditions.
- 5.2. Warranty claims expire twelve (12) months after acceptance, unless mandatory statutory provisions provide for a longer limitation period or claims are based on intentional or grossly negligent conduct.

E. Referral Program

1. Purpose and Program Terms

- 1.1. The Provider may make a voluntary referral program available to its existing customers. Existing customers ("Referrers") may use a personalized referral link provided by the Provider to bring the software solution to the attention of new customers ("Referrals"). If a Referral signs up for a paid plan as part of the program, both parties may receive benefits in accordance with the applicable program terms.
- 1.2. The program terms and conditions in effect at the time of the respective referral ("Program Terms and Conditions") are stored in the customer portal at a permanently accessible URL and, in their current version, become an integral part of the contract between the Provider and the Referrer. All information and regulations regarding the referral program are derived exclusively from the valid Program Terms and Conditions.

2. Amendment and Termination

- 2.1. The Provider may amend, supplement, suspend, or replace the Program Terms and the entire Referral Program with another program at any time with future effect. Changes will be displayed in the Customer Portal and communicated to the Referrer in writing at least four (4) weeks before they take effect. If the Referrer does not join the amended program, they may remain a customer; however, further referrals will then only be possible under the amended terms.
- 2.2. Benefits already accrued and existing under Section 2.2 remain unaffected by any modification or termination of the program and will be processed in accordance with the program terms and conditions in effect at the time they were accrued.
- 2.3. Ordinary termination of the Referrer's main contract shall also be deemed termination of participation in the program, effective as of the end of the contract.

F. Final Provisions

1. The customer is only entitled to assign claims with the provider's consent.
2. The Customer may only set off claims that have been legally established or are undisputed.
3. The law of the Federal Republic of Germany applies to all legal relationships between the parties, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive venue for all disputes arising from or in connection with these Terms and Conditions is 77654 Offenburg, Germany, provided that either party is a merchant or a legal entity under public law.
5. Should individual provisions of these Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall endeavor to agree on a provision in place of the invalid or unenforceable provision that best reflects the intent and economic purpose. The same applies in the event of a loophole.
6. These Terms and Conditions were drafted in German. The English translation is provided for informational purposes only. In the event of any ambiguities or contradictions, the German version of the Terms and Conditions shall prevail.