

## **meetyoo conferencing GmbH – General Terms and Conditions**

**(As at: 18th of June 2020)**

### **1. General, conclusion of the contract**

1.1 The general terms and conditions (hereinafter “GT&C”) of meetyoo conferencing GmbH (hereinafter “meetyoo”) shall apply to all services rendered for their contract partner (hereinafter “client”). Contradictory or additional provisions from client’s own terms and conditions shall not apply, even if there is no explicit objection from meetyoo unless they are confirmed in writing by meetyoo.

1.2 In the event of discrepancies between the provisions of the GT&C and the contract and its specifications or collateral agreements, the provisions of the contract and its specifications or collateral agreements shall take precedence.

1.3 The following shall apply to online conclusions of contracts: Sending of an order to meetyoo, that is, clicking on the “Order” button in the online order process, represents a client’s binding purchase offer. Conclusion of contract is confirmed by the subsequent written confirmation of order from meetyoo in the form of an e-mail.

1.4 For the purposes of the credit check for dial-out applications, the firm Bürgel Wirtschaftsinformationen GmbH & Co. KG, PO Box 500 166, 22701 Hamburg will provide meetyoo with the address and credit history of the client saved in their database as well as key figures established using a mathematical statistical procedure.

### **2. meetyoo services, availability**

2.1 meetyoo shall provide conference services. The nature and scope of the services to be provided by meetyoo are determined by the contract as well as the list of services or collateral agreements pertaining thereto.

2.2 The services to the client shall be provided with due care, expertise and caution as is the norm for the provision of such services by a qualified professional or company.

2.3 For the provision of services to client, meetyoo may use third party networks, facilities and technologies that are not property of the parties to the contract or controlled by the latter.

2.4 If meetyoo arranges for client to be able to use services at all times, then meetyoo shall provide this service with an availability rate of 98.5 %. Availability shall be calculated on the basis of the time allotted to the respective calendar month in the contract period, minus maintenance time. For the time between 3 a.m. - 6 a.m. German time, meetyoo shall be entitled to carry out maintenance work for a total of five hours per calendar month. The services will not be available during maintenance.

### **3. Client’s responsibilities**

3.1 Client shall provide the necessary technical infrastructure, in particular hardware, software and telecommunications connections. If they are not already included in the contract, service specifications or collateral agreements, upon request client shall receive instructions regarding the technical infrastructure requirements that are necessary for using the meetyoo services.

3.2 Within the framework of his possibilities the client is obliged to review the proper performance of service of meetyoo and immediately indicate disturbances towards meetyoo.

3.3 The client is neither allowed to remove, change or conceal copyrights, trademarks or symbols of ownership contained in the services of meetyoo nor to make changes of services or products of meetyoo.

This also applies to services and products of third parties, which meetyoo applies within the context of its services for the client (clause 2.3). The utilization of websites and products of meetyoo or third parties is only admissible within the confines of the copyright, trademark law, name and labelling law as well as other industrial property rights. The reproduction, processing, distribution and each type of utilization outside these confines require the previous written approval of the respective author or producer.

3.4 The client will be solely responsible for the contents of his conferences, seminars or other online events which he carries out through meetyoo or with products of meetyoo. The personal rights of third parties shall be observed. The client shall ensure that no indications or statements are made, files are uploaded or contents are conveyed which violate applicable law or good morals as well as particularly glorify violence, infringe rights of third parties or discriminate persons for reason of race, ethnic origin, sex, religion or ideology, a disability, age or sexual identity.

3.5 The customer undertakes, with regard to the processing of personal data, to comply with the statutory regulations - in particular those of the Federal Data Protection Act (BDSG) and the Data Protection Act of the European Union (DS-GVO). The meetyoo data protection declaration contains supplementary regulations and information pertaining to this (<https://meetyoo.com/en/data-security/>).

3.6 meetyoo shall be exempted from all claims of third parties, which are based on a culpable breach of the client against the obligations contained in clause 3.3., 3.4 and 3.5. The client shall immediately inform meetyoo if he recognizes or had to recognize such a breach.

#### **4. Prices, payments**

4.1 Price and performance terms, as well as other declarations or warranties, shall only be binding for meetyoo if meetyoo has submitted or confirmed them in writing. Insofar as not otherwise agreed in writing, meetyoo shall calculate the payment on a time and material basis using the prices in effect at the date the contract was concluded.

4.2 All prices are in euro if not indicated otherwise and do not include VAT. This shall be invoiced separately at the applicable statutory rate in accordance with the tax regulations in effect.

4.3 meetyoo can do the accounts on a monthly basis. If services are paid on a time and material basis, meetyoo shall itemise the nature and duration of the services and include this documentation with the invoice. In the case of an online conclusion of contract, invoices and itemised billing will be placed at the disposal in the meetyoo customer portal (<https://portal.meetyoo.de/>) or by request it will be sent as paper invoice (additional costs of 5 euro). In case of invoice delivery via the meetyoo customer portal, the client shall ensure that the e-mail address stored at meetyoo is available for the notification e-mail and that e-mails are regularly downloaded. Any changes to the address shall be immediately reported.

4.4 If client disagrees with all or part of an invoice, client shall inform meetyoo thereof within 14 calendar days after receipt of invoice. Otherwise, the invoice shall be considered as accepted.

4.5 All invoices are due immediately and payable in full at latest 14 calendar days after receipt.

## **5. Right of retention, set-off**

5.1 Provided it is not based on the same contractual relationship, client's right of retention shall be excluded. meetyoo is entitled to prevent the right of retention from being exercised through provision of collateral and likewise through guarantee.

5.2 Client can only offset with uncontested claims or those that have legal effect.

5.3 If client defaults on payment, meetyoo shall, without prejudice to their other rights, be entitled to withhold the provision of all further services to client ("block") until the latter is no longer in default, after first giving client a 10 day deadline before announcing the "block".

## **6. Reservation of right**

6.1 meetyoo reserves ownership and rights to be granted to services until full payment of the amount due.

## **7. Use by third parties**

7.1 Client shall protect its access to meetyoo services against unauthorised use by third parties. Client shall be liable for any unauthorised use of its access, insofar the fault is attributed to client. Client must immediately inform meetyoo if there is a well-founded suspicion that unauthorised use is being made of its access.

7.2 Client shall pay the agreed prices for use of meetyoo services provided to third parties on the basis of client's authorisation. Client shall also have to pay for meetyoo services for unauthorised use by third parties if client is responsible for said use.

## **8. Confidentiality**

8.1 Client and meetyoo shall be mutually bound to secrecy for an unlimited time with regard to business and trade secrets or information designated as confidential that became known in connection with the performance of the contract. The contents of conferences and all data on conference participants shall be considered as confidential data.

8.2 Without written permission from the other parties to the contract, parties to the contract may not reveal confidential data to anyone, with the exception of employees, representatives, subcontractors or vicarious agents of one of the parties to the contract to the extent that they must know the information in order to provide the service and insofar they are subject to the same duty of confidentiality.

8.3 meetyoo and its employees are also forbidden to process or otherwise use any information or data acquired for any other purpose than the one connected to the respective completion of the task. This applies in particular for conducting business transactions in documents of title and derivatives.

8.4 Parties to the contract shall endeavour in an economically reasonable manner to ensure compliance with these confidentiality regulations by their employees and by subcontractors or representatives.

8.5 The confidentiality provisions shall not apply to data that:

1. was in the possession of one of the parties to the contract prior to the negotiations leading to this contract;
2. is already generally known or became so later on, without breach of the provision of this regulation by one of the parties to the contract or
3. was made public in compliance with a statutory regulation or decree, insofar the other parties to the contract have been duly informed of aforementioned statutory regulation or decree.

## **9. Interruption in the provision of services**

9.1 In the event of interruptions due to force majeure, strikes or other non-attributable failure on the part of meetyoo or one of its vicarious agents to meet deadlines ("Interruption"), the deadlines will be postponed for the duration of the interruption, including, if necessary, a realistic restart-up phase. One party to the contract must immediately inform the other party to the contract about the interruption that occurred in its area and the estimated duration of the postponement.

9.2 If expenses increase due to an interruption, meetyoo can demand payment of this extra cost, unless the cause lies outside client's sphere of responsibility and the latter is not responsible for the interruption.

9.3 meetyoo is no longer obligated to provide service when it no longer has the owed service at its disposal. meetyoo shall undertake to inform client immediately about the non-availability and refund considerations already received.

## **10. Defects**

10.1 Liability for just minor defects is excluded. The right to termination remains unaffected.

## **11. Legal deficiencies**

11.1 meetyoo shall only be liable for infringing on third-party rights through their services insofar the service is being used, in accordance with the contract and in particular, in the area of use contractually provided for.

11.2 meetyoo is liable for infringements on third-party rights only within the European Union and the European economic area as well as at the location of the contractual use of the service.

11.3 If a third party asserts to client that meetyoo service has infringed its rights, client shall immediately inform meetyoo thereof. meetyoo, and if applicable, its subcontractor, are entitled, however not obliged, to reject the asserted claims at their expense.

11.4 If third-party rights are infringed by a meetyoo service, at its discretion and at its own expense, meetyoo shall 1. provide client with the right to use the service or 2. provide the service without infringing on any rights or 3. take back the service with reimbursement of payments made by client for said service (minus reasonable compensation for use), if meetyoo does not find any other remedy with reasonable costs. The interests of the client are thereby duly taken into account.

## **12. Limitation period**

12.1 Warranty claims shall become statute-barred within one year from the start of the statutory limitation period. This does not apply to claims according to § 438 paragraph 1 No. 2 BGB and § 634a paragraph 1 No. 2 BGB.

### **13. Limitation of liability**

13.1 meetyoo is liable for damages resulting from injury to life, body or health according to the legal requirements.

13.2 meetyoo is only liable for other damages if these are based on an intentional or grossly negligent breach of duty, negligent breach of duty by meetyoo or a legal representative or vicarious agents of meetyoo.

13.3 meetyoo is not liable in cases of slight negligence unless a significant Contractual obligation (cardinal obligation) is violated. In these cases, however, the liability is limited to the foreseeable damages typical for the contract.

13.4 meetyoo is not liable for such damages that occur during the performance of a proper data backup by the customer can be excluded.

13.5 meetyoo is not liable for the compatibility of its services with the data responsibility of the customer (section 3.1).

13.6 If meetyoo uses networks, facilities and technologies of third parties for the provision of services to the customer that are not owned or controlled by the contractual parties (item 2.3), these third parties are only liable to the customer to the extent that meetyoo would be liable to the customer under these GTC

13.7 If meetyoo uses networks, facilities and technologies of third parties for the provision of services to the customer that are not owned or controlled by the contractual parties (item 2.3), meetyoo is only liable for damages arising from this on a subordinate basis. The customer must first assert his damages with the third party in court. For this purpose, meetyoo assigns to the customer any claims of meetyoo against the third party that are necessary to assert the customer's damage against the third party. meetyoo is obligated to provide the customer with all necessary information and documents. Only if and to the extent that the customer cannot obtain compensation for the damage from the third party can the customer claim damages from meetyoo. The provisions of these General Terms and Conditions shall also apply in all other respects..

13.8 The above applies accordingly to claims for reimbursement of expenses and other liability claims (consequential harm caused by a defect, loss of profit, etc.) of the customer against meetyoo.

13.9 Liability under the Product Liability Act remains unaffected.

13.10 If the scope of application of § 44a TKG (Telecommunications Act) is opened up, the provisions there for financial losses apply unless meetyoo's liability is already limited by the provisions of clauses 13 and 14.

### **14. Maximum liability limits**

14.1 If meetyoo is in default with the provision of services, the customer's compensation for damages and expenses is limited to 0.5% of the price of the part of the service that cannot be used due to the default for each completed week of the delay. The liability for delay is limited to a total of no more than 5% of this price.

14.2 For each individual case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year, but not to less than € 50,000.00. The parties may agree on further liability at the time of conclusion of the contract against separate remuneration.

14.3 Clauses 14.1 and 14.2 shall not apply in the event of intent or gross negligence or an injury to life, body or health. Clauses 13.9 and 13.10 shall also apply here.

## **15. Termination**

15.1 The contract may be terminated by the contracting parties in accordance with the contractual agreements or statutory provisions. Any termination must be made in writing to be effective.

15.2 The contract may be terminated without notice by the other party for good cause if an application for the opening of insolvency proceedings or a petition for the opening of insolvency proceedings or settlement proceedings.

## **16. Written form**

16.1 All amendments and supplements to contractual agreements must be made in writing. This shall also apply to the cancellation or amendment of the written form requirement.

## **17. Applicable law, place of jurisdiction**

17.1 The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

17.2 For contracts with merchants, legal entities under public law or a public-law special assets, Berlin-Charlottenburg is the place of jurisdiction.

## **18. Severability clause**

18.1 Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions and of the contract itself shall not be affected.