

General Terms and Conditions for the Purchase and Use of the KUWII software

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§ 1 Scope of Application

(1) The following general terms and conditions (GTC) apply to all contracts concluded via our website (<https://kuwii.app>) between us, the

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and you as our customer. The GTC apply regardless of whether you are a consumer, entrepreneur or merchant.

(2) The version of the GTC valid at the time the contract is concluded shall apply.

(3) If you have your own general terms and conditions, these do not apply.

§ 2 Services

(1) We provide you with the Software for free ("KUWII Free") or fee-based ("KUWII Premium", "KUWII Professional") use during the term of the contract. The functional scope of the respective current version of the Software can be found in the service description on our website at:

<https://kuwii.app/en/manual>

(2) After conclusion of the contract, you can use the Software via the user account you have created. The source code of the software is not part of the contract.

(3) We are entitled to have individual services performed by third parties. To the extent necessary for the proper fulfillment of contractual obligations, these third parties may be given access to your documents, information and data in accordance with data protection regulations. You will be informed of the subcontractors currently commissioned by us on request.

(4) Both parties shall be released from their respective performance obligations if they are unable to fulfill them due to force majeure. Force majeure refers to circumstances beyond the control of the affected party, such as strikes, epidemics, natural disasters, power failures or technical infrastructure failures as well as riots, terrorist attacks or acts of war.

§ 2.1 KUWII Free

(1) The free license KUWII Free grants you only limited functions and user rights, in particular we do not provide any support services (§ 8). Claims for warranty for defects (§ 13) and liability (§ 14) are excluded.

(2) We reserve the right to change the functional scope of KUWII Free if necessary or to discontinue KUWII Free completely.

§ 2.2 KUWII Premium

The fee-based KUWII Premium license offers you an extended range of functions. However, we do not provide any support services (§ 8).

§ 2.3 KUWII Professional

(1) The fee-based license KUWII Professional grants you complete functions and further user rights.

(2) During the term of the contract (§ 12), we also provide our own support services for KUWII Professional (§ 8).

§ 3 Availability

We cannot promise one hundred percent availability of the software, but we will make every effort within the scope of what is technically possible to rectify any disturbances immediately.

§ 4 Formation of the Contract

(1) The presentation of the software on our website is not a legally binding offer, but merely an invitation to order on your part.

(2) You place a legally binding order once you have fully created your user account. To order a paid license ("KUWII Premium" or "KUWII Professional"), you must also click on the "Subscribe with obligation to pay" button in the last step of the ordering process. A contract between you and us is concluded as soon as we have confirmed the creation of the user account or the order of a chargeable license on the website.

(3) The text of the contract with details of the license ordered and these GTC, including the withdrawal policy for consumers, will be sent to you with the e-mail accepting your contract offer. In addition, the text of the contract will only be stored by us within the framework of the data protection regulations (§ 15) for as long as is necessary to process the contract.

(4) The language available for the conclusion of the contract is exclusively German. While it is possible to conclude the contract in English, translations of these GTC into other languages are for your information only. In the event of any differences between the language versions, the German text shall take precedence.

§ 5 Right of Withdrawal

(1) If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or independent professional activity, § 13 BGB), you have a right of withdrawal in accordance with the statutory provisions when ordering a paid license ("KUWII Premium" or "KUWII Professional"), the details of which are set out in § 17.

(2) Exceptionally, there is no right of withdrawal if you have expressly agreed at the time of conclusion of the contract that we begin with the execution of the contract before the expiry of the 14-day withdrawal period and at the same time you have confirmed your knowledge that you lose your right of withdrawal by consenting with the beginning of the execution of the contract.

§ 6 Copyright and Right of Use

(1) The Software is subject to our copyright. We grant you the non-exclusive and non-transferable right to use the Software as intended during the term of the contract.

(2) For the lawful use of the Software, you require an individual login account for each registered user. The account grants only the registered person the right to use the software.

(3) You may use the KUWII Free and KUWII Premium licenses only for private purposes. Commercial use is reserved for the KUWII Professional license.

(4) You are not authorized to

- process, systematically test, analyze or use the software as a basis for the development of similar Software;
- use the Software for illegal purposes;
- make the Software available to third parties for a fee or free of charge, including the disclosure of your access data.

(5) We reserve the right to block your user account immediately in the event of a violation of the above provisions. You are also liable for all damages incurred by us as a result of a breach of copyright and indemnify us against any third-party claims.

§ 7 Conditions of Use

You will yourself ensure that you meet the technical and legal requirements to be able to use the Software. The system requirements for the current version of the Software can be found on our website at https://kuwii.app/docs/en/KUWII_Product_Description.pdf.

§ 8 Support (KUWII Professional only)

- (1) We accept your inquiries via email (kuwii@ai-apps-gmbh.com) in order to support you in the event of malfunctions and questions regarding the operation of the Software. We cannot promise support by a specific member of our staff.
- (2) We will respond to your support requests within a reasonable period of time, taking into account the order of receipt and urgency. We cannot promise to solve the problem underlying a request within a certain period of time.
- (3) We are not obliged to answer inquiries,
 - (a) which are obviously based on the fact that the minimum system requirements specified in the documentation for the Software are not met,
 - (b) that refer to an outdated version of the Software,
 - (c) which relate to products or malfunctions which are obviously not connected with the Software and the requirements necessary for its operation, e.g. virus scanners or other security software,
 - (d) relating to the support of third-party systems (software and hardware), unless we have contractually assumed responsibility for these.

§ 9 Updates

- (1) We will provide you with updates required to maintain the functionality of the Software and for security reasons, as well as additional updates where possible, and will inform you of these in good time. You will install updates yourself.
- (2) Updates are employed to continuously improve the Software and adapt it to general technical developments and user requirements. If, as a result, not only new functions of the Software are available after an update, but pre-existing functions are presented differently, for example in their process or in the user guidance, or if pre-existing functions are discontinued, we will inform you of the background for the changes.
- (3) Regular updating of the Software is recommended, as the subject of the support services owed by us (§ 8) is limited to the current version of the Software.

§ 10 Your Obligations to Cooperate

- (1) You are responsible for input and safekeeping of your data.
- (2) For support requests you will provide us with all necessary information, documents and data.

§ 11 Remuneration and Terms of Payment

- (1) All prices quoted on our website are final prices including statutory VAT.

(2) In the case chargeable licenses the remuneration due for the use of the software (§ 2 para. 1 sentence 1) and for the accompanying services (§ 2 para. 2) shall be paid monthly in advance.

(3) The remuneration for the first month of the contract term is due immediately upon placing your order.

(4) We accept the following payment methods: credit card (Visa, Mastercard, American Express, Discover, Diners Club, JCB, and China UnionPay), Stripe Link, MobilePay, Revolut Pay, BLIK, Bancontact, EPS, iDEAL, Przelewy24, TWINT, Klarna.

§ 12 Contract Term and Termination

(1) The contract is concluded for an indefinite period. It begins with the successful creation of the user account.

(2) You can terminate the contract in your user account at the end of each contract month (i.e. on the same day as the conclusion date). We can terminate the contract with the same notice period by sending an e-mail to the address you provided when registering.

(3) The mutual right to extraordinary termination for good cause remains unaffected.

(4) In the event of termination, your user account will be deleted. However, you will be given the opportunity to export your data beforehand.

§ 13 Warranty for Defects

§ 13.1 Consumers

If you are a consumer (§ 13 BGB), you are entitled to the statutory warranty rights in the event of defects in chargeable Software.

§ 13.2 Entrepreneur

(1) As an entrepreneur (§ 14 BGB), you must inspect the Software for defects immediately after activation and notify us of these in writing within a period of 14 calendar days. If you fail to notify us in due time, the Software shall be deemed approved, unless the defect was not recognizable during inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise the Software shall be deemed approved also in this respect.

(2) We shall remedy defects notified in due time without delay within the scope of technical possibilities. The specific type of remedy is at our discretion.

(3) You shall support us in the search for and rectification of defects in accordance with § 10 para. 2.

(4) Any warranty claims shall expire within one year of being the Software being activated.

(5) If we provide services in the search for or rectification of defects without being obliged to do so, we may demand reimbursement of expenses. This applies in particular if a defect cannot be proven, reproduced or is not attributable to us.

§ 14 Liability

§ 14.1 Consumers

(1) If you are a consumer (§ 13 BGB), we are liable to you for intent and gross negligence in accordance with the statutory provisions.

(2) In other cases, our liability shall be limited to compensation for foreseeable and typical damage.

(3) The limitation of liability pursuant to para. 2 shall not apply in the event of injury to life, limb or health.

(4) We accept no liability for third-party content and the occurrence of certain successes as a result of following any advice or recommendations.

§ 14.2 Entrepreneur

(1) If you are an entrepreneur (§ 14 BGB), § 14.1 applies with the proviso that we are liable for simple negligence per damage event up to a maximum amount equal to the annual fee for the license you have booked.

(2) Our liability is excluded beyond § 14.1 para. 4

(a) to the extent that you yourself are responsible for the damage (§ 254 BGB), in particular because you have

- not fulfilled your obligations to cooperate (§ 10),
- used services not in accordance with the contract (e.g. operating errors; use of hardware or software that does not comply with the specification),
- made unauthorized changes to the software,
- disregarded statutory or contractual provisions for loss minimization;

(b) for loss of profit;

(c) for cyber damage, i.e. data loss or damage due to network security breaches (e.g. hacker attacks, malware, denial of service), data breaches and cyber extortion by third parties.

§ 15 Data protection

We comply with the statutory data protection regulations when processing your personal information. This also includes state-of-the-art technical security measures (Art. 32 GDPR) and the obligation of employees to maintain data secrecy (Art. 28 para. 3 lit. b GDPR).

§ 16 Final provisions

(1) German law shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

(2) If you are a merchant and have your registered office in Germany at the time of the order, Mainz shall be the exclusive place of jurisdiction.

(3) If you are a consumer, we are obliged to inform you of the European Commission's online dispute resolution platform (ODR platform). This ODR platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr>. However, we are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

(4) Should any of the above provisions be or become invalid or should a necessary provision not be included, this shall not affect the validity of the remaining provisions. The parties shall endeavor to find an amicable solution in this case.

§ 17 Withdrawal Policy for Consumers

Right of Withdrawal

You have the right to withdraw from this contract within 14 days from the date of conclusion of the contract without giving any reason.

To exercise your right of withdrawal, you must inform us (AI Applications GmbH) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the sample withdrawal form below, but this is not mandatory.

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

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

Sample Withdrawal Form

If you wish to withdraw from the contract, please fill out this form and send it back to us.

To

AI Applications GmbH, Mainzer Landstr. 1, 55262 Ingelheim am Rhein, Germany

E-Mail: kuwii@ai-apps-gmbh.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following software
(*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Bank details for the purpose of refunding the purchase price

Signature of the consumer(s) (only for notification on paper)

Datum _____

(*) Delete as appropriate.