

General Terms and Conditions of Use for "Cortado Cloud"

Before using any of the Cortado Cloud services, please carefully read the following General Terms and Conditions of Use (hereinafter referred to as "**GTC**"). Cortado Mobile Solutions GmbH (hereinafter referred to as "**Cortado Mobile Solutions**") provides the Cortado Cloud services according to these GTC. Any use of the Cortado Cloud services provided by Cortado Mobile Solutions implies your consent to these GTC. If you do not agree to these GTC, you may not use any of the Cortado Cloud services offered by Cortado Mobile Solutions.

1. Subject Matter of these GTC

- (1) These GTC of Cortado Mobile Solutions apply to any use of the Cortado Cloud services (the "**Cortado Cloud**").
- (2) These GTC apply to any and all connections to the Cortado Cloud websites and use of the Cortado Cloud.
- (3) Cortado Mobile Solutions reserves the right to modify or amend the service itself, its contents, the contents of any and all Cortado Mobile Solutions websites and all elements contained therein, including these GTC, without prior notice.
- (4) The contract and communication languages are German and/or English.

2. Registration and Password, Data Protection

- (1) In the interest of security Cloud, access to and use of the Cortado Cloud is restricted to registered User only. Registration for the service does not imply any additional rights.
- (2) Registration is achieved upon buying the Cortado Cloud services which is subject to a fee. The User must choose the number of users who will be permitted access to the Cortado Cloud and provides his or her e-mail-address. Cortado Mobile Solutions then generates a "tenancy" and sends the log-in credentials to the e-mail-address provided upon registration.
- (3) The User must provide true information upon registration and must inform Cortado Mobile Solutions immediately of changes to such information, if and when such changes occur.
- (4) The User must ensure that log-in credentials are not accessible to Third Parties and is liable for all activities conducted with his or her log-in credentials. Should the User become aware that the log-in credentials are being misused by a Third Party, he or she must immediately inform Cortado Mobile Solutions of the misuse by e-mail. Upon receipt of this notification, Cortado Mobile Solutions will bar access to the password-protected area or the password-protected access to the Cortado Cloud.
- (5) The User may at any time request deletion of his/her data and registration.
- (6) Cortado Mobile Solutions reserves the right to define additional conditions of authenticity at any time. Users will be informed hereof.
- (7) Cortado Mobile Solutions especially refers to its Data Protection and Privacy Policy.

3. Availability of Cortado Cloud

The User can use the Cortado Cloud immediately following completion of the registration as detailed in section 5 (1) below.

If User is a consumer in the meaning of § 13 German Civil Code (BGB), he/she is entitled to rescind from the purchased of Cortado Cloud within two (2) weeks after the purchase date (right of rescission). The User must notify Cortado Mobile Solutions GmbH, Alt-Moabit 91 a, D-10559 Berlin, info@cortado.com, in writing of the decision to rescind from the purchase. The deadline for declaring the User's rescission shall be deemed to be met if the User sends off the notice of rescission before the expiry of the deadline. If the User rescinds from the purchase, Cortado Mobile Solutions will reimburse any payments Cortado Mobile Solutions has received without undue delay, but latest within 14 days after receipt of the notices of rescission. Cortado Mobile Solutions will use the same payment method chosen by the User for the original transaction to provide the reimbursement, unless otherwise explicitly agreed. Cortado Mobile Solutions will not for any reason charge the User with a fee for the reimbursement.

The User may activate specific features of Cortado Cloud that are subject to a charge by entering a code, if applicable. Upon activation, the User may use the respective features of Cortado Cloud that are subject to a charge without charge for the predefined time period. There is no automatic renewal for usage of features that are subject to a charge. If the User wishes to continue the use of the respective features of Cortado Cloud that are subject to a charge, the User must explicitly purchase this functionality.

4. Access to the Cortado Cloud

The Cortado Cloud websites and services can be accessed at any time 24 hours a day except in cases of force majeure or events beyond the control of Cortado Mobile Solutions and/or in cases of any arising disruptions or maintenance procedures required for orderly function of the service. Cortado Mobile Solutions shall inform User hereof.

5. Use of the Cortado Cloud

- (1) Following successful registration, the User may use the Cortado Cloud for 7 days free of charge. Upon expiry of the free interval, the regular monthly term begins which is subject to a charge (the "Term"), unless the User cancelled his use of the Cortado Cloud in the user portal of the online shop. Each Term renews for consecutive new Terms, which can each be cancelled in the user portal of the online shop prior to the beginning of a new Term (subscription). Cortado Mobile Solutions shall not inform the User of the expiry of a Term.
- (2) An overview of all services and pricing information can be accessed at <https://shop.cortado.com/>.
- (3) Cortado Mobile Solutions does not warrant permanent and unmodified access to the websites and/or service.
- (4) Cortado Mobile Solutions points out that additional charges may apply according to and depending on the User's mobile data plan for which Cortado Mobile Solutions does not assume any liability. The same applies to mobile phone charges which might apply to some Cortado Cloud features.
- (5) Cortado Mobile Solutions informs the User and the User acknowledges that the contents of the Cortado Cloud shall be visible, but not accessible for a period of 30 days after the cancellation of a Term. Upon the expiry of the 30-day-period, any and all contents will be irrevocably and permanently deleted and cannot be restored in any way.
- (6) Any and all payments in connection with Cortado Mobile Solutions will be carried out through Cortado Mobile Solutions' payment service providers. Payments and other monetary transactions are exclusively subject to the service providers' General Terms and Conditions.

6. Cortado Mobile Solutions Rights, User's Consent

The User acknowledges and agrees that Third Parties (i.e. parties that are separate legal entities from CMS) may offer services in connection with or provide components used by the Services. Information on such Third Parties' services and/or components may be found in the "About" box of the Service.

The User acknowledges that certain Services require phone service, data access, or text messaging capability. Cortado Mobile Solutions does not charge for the Services unless specifically indicated otherwise. Carrier rates for phone services, data transfer, and/or text messaging may apply.

The User warrants to provide all information requested for registration and use of the Services truthfully and thoroughly.

The User acknowledges that upon using Services which enable him/her to operate the basic functions of his/her mobile device while the transmitting function of his/her phone is switched off, e.g. in an airborne plane, the User must confirm that the Service is working properly on his/her device.

7. Rights and Obligations of User while using the Contents and Services of the Cortado Cloud

- (1) The User of the Cortado Cloud is solely and fully responsible for any activities performed by him using the Cortado Cloud websites and Cortado Cloud services. The User may only disseminate, send, publish, upload or convey in any other way such information, contents or remark/comment and/or any other written and visual article or contribution using the Cortado Cloud for which he/she owns the corresponding rights (in particular intellectual property rights, copyrights, patent rights and others), which are not pirated copies and which do not violate any rights or propitiatory provisions (e.g. Young Persons Protection Act or Criminal Code).
- (2) In particular, the Cortado Cloud and its contents may not be used for unlawful purposes, including namely but not limited to publication, dissemination or other conveyance of insulting, offensive, glorifying violence, discriminatory pornographic, and extremist or in any other way unlawful content. This also applies to any and all contents which may be reached by using links set by the User. It is prohibited to use indecent contents, ambiguous descriptions and markings and/or other descriptions and expressions indicating illegality which cannot be proven in finality.
- (3) Any activities of User aiming at the destruction of the functioning or at complicating the use of the Cortado Cloud – in particular influence and manipulation of physical and logical structure of the service – are prohibited.
- (4) It is prohibited to misuse the Cortado Cloud for sending SPAM Mails or for massively sending contents of any other kind.
- (5) Registered User may, at any time, request in writing that his data and registration to be deleted.

8. Rights and Obligations of Cortado Mobile Solutions

- (1) Generally, Cortado Mobile Solutions does not examine any contents or comments by Users before such contents or comments are uploaded, disseminated, published or conveyed in any other form.
- (2) If Cortado Mobile Solutions obtains knowledge of breach of these GTC or is suspicious thereof, CMS may deny access to the services and, if necessary, to immediately delete any contents used by the respective User or which are addressed to him. Cortado Mobile Solutions shall give the User an appropriate warning with a reasonable time limit before denying access, except if the aforementioned violation or infringement is such a material violation or infringement that further use of the Cortado Cloud by User would be intolerable for Cortado Mobile Solutions.
- (3) Furthermore, Cortado Mobile Solutions may, at any time, revoke access authorization by barring access without providing grounds if the registered User:
 - has provided false information during registration, or
 - has violated the GTC or failed to exercise due diligence in handling his access data,

- has unlawfully used the Cortado Cloud.
- (4) Cortado Mobile Solutions reserves the right to define additional conditions of authenticity. User shall be informed about any such changes.

9. Intellectual Property of the Cortado Mobile Solutions Websites

- (1) All contents of any Cortado Mobile Solutions' websites in particular data, information, logos, brands, logotypes, texts, and illustrations as well as their arrangement on Cortado Mobile Solutions' websites are subject to copyright law and other laws regarding intellectual property. In particular, all rights regarding the content and design of the websites are strictly reserved by Cortado Mobile Solutions. Information and images offered on the website are copyrighted.
- (2) Any and all complete or partial copy, reproduction, modification, replay, display, transfer (in electronic or any other form), any type of access to Third Parties as well as any and all adaptation, distribution, or any other use of any and all content of the Cortado Mobile Solutions websites (including but not limited to all texts, images, graphics, audio and video files) for public or commercial purposes, regardless of the methods used, is prohibited without previous express written permission from Cortado Mobile Solutions. Any modifications of said content as well as its use for other purpose constitute a breach of Cortado Mobile Solutions' property rights. The use of said content on another website or within a computer network is prohibited.
- (3) Any infringement or violation of User's obligations or rights of Cortado Mobile Solutions and/or entitles Cortado Mobile Solutions to claim for damages.
- (4) Links to Cortado Mobile Solutions' websites, however, are at all times possible and welcome as long as Cortado Mobile Solutions has been informed in advance about these links and gave permission.

10. Limitation of Liability

- (1) Cortado Mobile Solutions shall not be liable for any and all material or immaterial damages and consequential damages arising from the use of the provided information, regardless of how these damages were caused. Any other regulation applies solely in cases in which User can prove that said damages have been caused by gross negligence or intent by Cortado Mobile Solutions. Liability is limited to an aggregate amount of 100.000 EUR per incident.
- (2) In general, the User is liable for any unauthorized usage of his Cortado Cloud account by any and all Third Parties. In particular, the User must hold harmless and exempt Cortado Mobile Solutions from any and all claims and demands made by Third Parties against Cortado Mobile Solutions as well as from any and all costs resulting from such claims, if such claims and demands are based on an aforementioned unauthorized use of User's Cortado Cloud account. Furthermore, the User must inform Cortado Mobile Solutions immediately about any reasonable suspicion of an unauthorized use of his Cortado Cloud account by Third Parties.
- (3) Data and information published via the Cortado Mobile Solutions websites and all services of said websites are provided to User without an express or implied guarantee of any kind. In particular, no guarantee can be assumed for the function, up-to-dateness, accuracy, completeness, or quality of the information on our websites (either by Cortado Mobile Solutions or of foreign authors), the links and particularly the information on linked internet sites of Third Parties including the lawfulness of their content). Rights to the internet sites of Third Parties as well as accountability for their content and design are exclusively reserved by the respective Third Party as Cortado Mobile Solutions may not influence such websites.

- (4) Furthermore, Cortado Mobile Solutions assumes no guarantee or liability that User's computer or other hardware devices remain free of damages and/or viruses. User is solely responsible for protecting his data and/or software against infection by any viruses circulating in the internet.

11. Jurisdiction and Applicable Law

- (1) Place of jurisdiction for any and all disputes arising from these GTC, including claims based on tort, is at the headquarters of Cortado Mobile Solutions in Berlin (Germany), if the User is an entrepreneur, body corporate organized under public law. Any statutory exclusive jurisdiction remains unaffected. These GTC are construed according to and governed by German Law. By using the Cortado Cloud websites or any of the Cortado Mobile Solutions, User expressly declares his/her agreement with this jurisdiction clause.
- (2) If one or more of the provisions of these GTC should be held illegal, invalid, or unenforceable or for any reason becomes inapplicable, this illegality, invalidity, or unenforceability does not affect the remaining provisions of these GTC.

Cortado Mobile Solutions GmbH
August 2017
v1.1