General Terms and Conditions of Business

that

valido GmbH

Steinacher road 6-10

90427 Nuremberg-Boxdorf

Phone: +49 (0)911 / 93 02 - 300

Fax: +49 (0)911 / 93 02 - 623

E-mail: info@valido-consult.com

 (hereinafter"Provider")

for using the Max-Toolbox

1 General provisions and subject matter of the service

1.1 The provider offers his customers the MAX-Toolbox developed by him for internal company communication and employee management. The MAX-Toolbox is available as app and as desktop version (when "SOFTWARE" is used in the following, both the app and the desktop version are meant). The specific scope of services depends on the packages booked by the customer.

1.2 These General Terms and Conditions (GTC) apply to all contracts between the provider and his customers. Deviating general terms and conditions, which are used by the customer, are expressly not recognized by the provider - subject to express consent.

2. conclusion of contract exclusively with entrepreneurs

The services offered by the provider are directed exclusively at entrepreneurs within the meaning of § 14 BGB (natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity) and freelancers. No contracts are concluded with consumers within the meaning of § 13 BGB.

3 Subject matter of the contract (software transfer)

3.1 The subject matter of the contract is the temporary transfer of the SOFTWARE developed by the provider. The SOFTWARE can be used as an app or as a desktop version. The provider provides the customer with the current version of the SOFTWARE for a fee for the duration of the concluded contract. For this purpose the customer can set up / install the SOFTWARE on his mobile and stationary devices. For an additional fee, the customer can instruct the provider to set up the SOFTWARE (setup); details and prices can be found in the service overview.

3.2 The current functional scope of the SOFTWARE results from the respectively valid service description for the respectively booked service package. This is made available to the customer prior to conclusion of the contract. Individual service enhancements can be agreed upon if necessary.

3.3 The provider provides the services in accordance with the respective state of the art. The provider shall immediately eliminate all software errors in accordance with the technical possibilities. An error exists if the SOFTWARE does not fulfill the functions specified in the service description, delivers faulty results or otherwise does not function properly, so that the use of the SOFTWARE is impossible or restricted.

4 Rights to use the SOFTWARE

4.1 The provider grants the customer the non-exclusive and non-transferable right to use the SOFTWARE for the duration of the contract and in accordance with the booked package.

4.2 The customer may only process the SOFTWARE if this is covered by the intended use of the SOFTWARE according to the current service description.

4.3 The customer may only copy the SOFTWARE if this is covered by the intended use of the SOFTWARE according to the current service description.

4.4 The customer is not entitled to make the SOFTWARE available to third parties for use against payment or free of charge. The customer is expressly prohibited from subletting the SOFTWARE. The intended passing on to employees is permitted within the scope of the booked service package.

5. allocation of storage space

5.1 The provider may provide the customer with a certain amount of storage space on a server for storing his data. The maximum storage capacity results from the booked service package or is agreed individually.

5.2 The provider ensures that the stored data can be accessed via the Internet.

5.3 The customer is not entitled to transfer part or all of the storage space to a third party for use, whether for payment or free of charge.

5.4 The customer undertakes not to store any content on the storage space whose provision, publication or use violates these GTC, applicable law or agreements with third parties.

5.5 The provider is obliged to take appropriate precautions against data loss and to prevent unauthorised access to the customer's data by third parties. For this purpose, the provider will make daily backups and install state-of-the-art firewalls.

5.6 In any case, the customer remains the sole owner of the data and can therefore demand the surrender of individual or all data at any time.

5.7 Upon termination of the contractual relationship, the provider will immediately surrender to the customer all data stored on the storage space allocated to him.

5.8 The customer may choose to surrender the data either by handing over data carriers or by transmission via a data network. The customer has no right to receive the SOFTWARE suitable for the use of the data.

5.9 The provider has neither a right of retention nor the statutory lessor's lien (§ 562 BGB) with regard to the customer's data.

6th Support

Application or software problems are handled by the provider within the scope of support. Support services are to be requested for the purpose of the fastest possible processing via the communication channels provided for this purpose on the website of the provider (usually e-mail and telephone). Support requests are processed chronologically during regular business hours, in the order in which they are received by the provider.

7. interruption / impairment of accessibility

7.1 Adjustments, changes and additions to the contractual services as well as measures which serve to determine and rectify malfunctions will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.

7.2 The basic functions of the contractual SOFTWARE are monitored daily. The maintenance of the SOFTWARE is basically guaranteed from Monday to Friday 09:00 - 18:00. In case of serious errors - the use of the SOFTWARE is no longer possible or seriously restricted - the maintenance is carried out within 3 hours after knowledge or information by the customer. The supplier will immediately inform the customer of the maintenance work and carry out the technical conditions in the shortest possible time. If it is not possible to correct the error within 12 hours, the provider will inform the customer by e-mail within 24 hours, stating the reasons and the period of time that can be expected for the correction of the error.

7.3 The agreed services shall be available for an annual average of 97.5%, including maintenance work, but availability may not be impaired or interrupted for more than two consecutive calendar days.

8. integration of third-party modules

Our applications are able to integrate services, platforms and functions of third party companies. Various interfaces (e.g. to WhatsApp, Facebook, Dropbox, etc.; hereinafter"third-party modules") are available within the application. We would like to point out that these are applications from third party companies. We cannot guarantee that the linked applications will function without errors. Please note that when using third-party modules, data can be exchanged between the application and the third-party module. The data protection and contractual provisions of the third-party module providers also apply here. We have no control over how these third parties handle your information once it has been transferred.

9. obligations of the customer and extraordinary termination

9.1 The customer undertakes not to store any illegal content that violates the laws, official requirements or the rights of third parties on any storage space made available.

9.2 The customer is obliged to prevent unauthorized access to the protected areas of the SOFTWARE by appropriate precautions.

9.3 Irrespective of the provider's obligation to back up data, the customer himself is responsible for entering and maintaining the data and information required to use the SOFTWARE.

9.4 The customer is obliged to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.

9.5 The contents stored by the customer on the storage space intended for him may be protected by copyright and data protection laws. The customer hereby grants the provider the right to make the contents stored on the server accessible to the customer during his queries via the Internet and, in particular, to reproduce and transmit them for this purpose and to be able to reproduce them for the purpose of data backup.

9.6 In the event of violations of this clause, the provider is entitled to block the customer account and in serious cases to terminate the contract without notice. The respective sanction measure is at the discretion of the provider and depends on the type, severity and duration / number of violation(s).

10. remuneration

10.1 The customer undertakes to pay the provider the agreed monthly fee plus statutory VAT for the provision of the SOFTWARE and the provision of storage space. Unless otherwise agreed, the remuneration is based on the price list of the provider valid at the time the contract is concluded.

10.2 The customer must raise objections to the billing of the services provided by the provider within a period of eight weeks after receipt of the invoice in writing at the office indicated on the invoice. After expiry of the aforementioned period, the invoice shall be deemed to have been approved by the customer. The provider will specifically inform the customer of the importance of his behaviour when sending the invoice.

11. warranty for defects / liability

11.1 The provider guarantees the functionality and the operational readiness of the SOFTWARE according to the regulations of this contract.

11.2 In the event that the Provider's services are used by unauthorized third parties using the Customer's access data, the Customer shall be liable for any resulting fees within the scope of civil liability until receipt of the Customer's order to modify the access data or report the loss or theft, provided that the Customer is at fault for the access of the unauthorized third party.

11.3 The provider is entitled to immediately block the storage space if there is reasonable suspicion that the stored data is illegal and/or violates the rights of third parties. A justified suspicion of an illegality and/or an infringement exists in particular if courts, authorities and/or other third parties inform the provider of this. The provider has to inform the customer of the block and the reason for this immediately. The block shall be lifted as soon as the suspicion is invalidated. The customer is responsible for invalidating the suspicion.

11.4 The provider is liable without limitation for damages caused intentionally or negligently from injury to life, body or health by the provider, his legal representatives or vicarious agents.

11.5 The Provider shall only be liable for slight negligence if one of the essential contractual obligations has been violated by the Provider, his legal representatives or executive employees or vicarious agents. The provider is only liable for foreseeable damages, the occurrence of which must typically be expected. Essential contractual obligations are such obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfilment of which the customer may rely.

11.6 In all other respects, the liability of the provider is excluded. This exclusion of liability also applies to the vicarious agents and legal representatives of the provider.

12 Term and termination

12.1 Duration of the contract and periods of notice result from the respectively valid service description for the respectively booked service package. This is made available to the customer prior to conclusion of the contract.

12.2 The right of each contracting party to terminate the contract without notice for important reasons remains unaffected. The provider is especially entitled to terminate without notice if the customer fails to make due payments despite a reminder and setting a grace period or violates the contractual provisions on the use of the SOFTWARE. In any case, termination without notice presupposes that the other party receives a written warning and is requested to eliminate the alleged reason for termination without notice within a reasonable period of time.

13 Data protection and secrecy

13.1 The customer himself is responsible for the declarations of consent required by the provisions of data protection law by his customers and his contractual partners.

13.2 The provider undertakes not to disclose or otherwise exploit any confidential transactions, in particular the customer's business or trade secrets, which come to its knowledge in the course of the preparation, execution and performance of this contract. This applies to any unauthorized third parties, i.e. also to unauthorized employees of both the provider and the customer, insofar as the passing on of information is not necessary for the proper fulfilment of the contractual obligations of the provider. In cases of doubt, the Provider shall obtain the Customer's consent prior to such disclosure.

13.3 The provider undertakes to agree with all employees and subcontractors employed by him in connection with the preparation, execution and fulfilment of this contract a provision of the same content as described in paragraph 2 above.

14 Final clauses

14.1 The contracts concluded between the provider and the customer are subject to the substantive law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

14.2 If the customer is a merchant or does not have a general place of jurisdiction in Germany, the parties agree that the place of jurisdiction for all disputes resulting from this contractual relationship is the registered office of the provider. Sentence 1 does not apply if an exclusive place of jurisdiction is established for the dispute.

14.3 The provider is entitled to amend these GTC for objectively justified reasons (e.g. changes in jurisdiction, legal situation, market conditions or corporate strategy) and within a reasonable period of time. Existing contractual partners will be notified of this by e-mail at least two weeks before the change takes effect. If the existing contractual partner does not object within the period set in the notification of change, his consent to the change shall be deemed to have been given. Notification of the intended amendment of these GTC will indicate the period and consequences of the objection or its absence.

14.4 Should provisions of these GTC be or become invalid in whole or in part, the remaining provisions shall remain unaffected.

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