

General Terms and Conditions of Use for “Teamplace” and “Teamplace Business”

Before using any of the services offered by Teamplace, please carefully read the following General Terms and Conditions of Use (hereinafter referred to as “GTC”). Cortado Mobile Solutions GmbH (hereinafter referred to as “CMS”) offers any and all Teamplace services according to these GTC. Use of any of the services offered by Teamplace implies consent to these GTC. If the User does not want to accept these GTC, the User may not use any of the services offered by Teamplace.

1. Subject Matter of these GTC

- 1.1 The present GTC of **Cortado Mobile Solutions GmbH, Alt-Moabit 91 a, D-10559 Berlin**, represented by the Managing Directors apply to the use of all services and for all contents which are provided on the respective Teamplace websites as well as all corresponding second- and third-level domains and additional pages (altogether henceforth collectively referred to as “Teamplace”). This does not apply to any services marked as “Services of Third Parties” as for these “Third Party’s Services” only the respective Third Party’s general terms and conditions apply.
- 1.2 The GTC apply to any and all connections to the Teamplace websites and use of the Teamplace services.
- 1.3 CMS reserves the right to modify or amend the service itself, its contents, the contents of any and all Teamplace websites and all elements contained therein, including these GTC, without prior notice.
- 1.4 The contract and communication languages are German and/or English.

2. Registration and Password, Data Protection

- 2.1 In the interest of secure access to and usage of Teamplace, access to and usage of Teamplace is restricted to Registered Customers only. Registration for the service does not imply any further rights.
- 2.2 Registered Customer is obliged to provide true information upon registration and to inform CMS immediately of changes to such information, if such changes occur.
- 2.3 The User must provide a valid email, a User Name and a freely chosen password upon registration. When registering a Teamplace business account, an organization name must also be specified.
- 2.4 Registered Customer will ensure that registered customer data is not accessible to Third Parties and is liable for all activities conducted with the registered customer data. Should Registered Customer become aware that the registered customer data is being misused by a Third Party, he is obliged to inform CMS immediately of the misuse by e-mail. Upon receipt of this notification, CMS will bar access to the password-protected area or the password-protected access to a Teamplace service with registered customer data. If additional Users are invited to a Teamplace, each additional User must register with Teamplace prior before being able to use Teamplace.
- 2.5 User may at any time request deletion of his/her data, registration in general or the organization name necessary for the use of Teamplace Business.
- 2.6 CMS reserves the right to define additional conditions of authenticity at any time. Users will be informed hereof.
- 2.7 CMS especially refers to its Data Protection and Privacy Policy.

3. Availability of Teamplace

- 3.1 The User can use Teamplace immediately following completion of the registration.
- 3.2 If User is a consumer in the meaning of § 13 German Civil Code (BGB), he/she is entitled to rescind from the purchase of a paid Teamplace subscription or a paid Teamplace Business subscription 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, hello@templace.net 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, CMS will reimburse any payments CMS has received without undue delay, but latest within 14 days after receipt of the notices of rescission. CMS will use the same payment method chosen by the User for the original transaction to provide the reimbursement, unless otherwise explicitly agreed. CMS will not for any reason charge the User with a fee for the reimbursement.
- 3.3 The User may activate specific features of Teamplace that are subject to a charge by entering a code, if applicable. Upon activation, the User may use the respective features of Teamplace that are subject to a charge without an additional 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 Teamplace that are subject to a charge, the User must explicitly purchase this functionality.

4. Access to Teamplace

- 4.1 The Teamplace 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 CMS and/or in cases of any arising disruptions or maintenance procedures required for orderly function of the service. CMS shall inform User hereof.
- 4.2 The rights granted to User of the Teamplace websites are non-transferable.
- 4.3 If additional Users join a Teamplace, each properly registered additional User acquires own usage rights. If the administrator of a Teamplace (the so-called "Owner") transfers the administration to another User of that Teamplace, only administration rights are transferred.

5. Scope of Use of Teamplace

- 5.1 Teamplace can be used as described and appearing on the Teamplace websites whereas CMS will not warrant, guarantee or assure in any other way continuous access to unmodified Teamplace websites.
- 5.2 Following successful registration for a Teamplace, the User may access Teamplace free of charge. This does explicitly not apply to registration for a Teamplace Business account. Upon registration for Teamplace Business recurring costs may arise. Furthermore the User may purchase features for Teamplace or Teamplace Business that are subject to a charge and only accessible upon payment.
- 5.3 CMS points out, that according to the data tariff of User's mobile provider, additional charges may occur for the data transfer, which CMS has no bearing on. The same shall apply accordingly to telephone costs, which may be incurred by using additional Teamplace features.
- 5.4 If a purchased and paid for, timely limited feature that is **subject to a charge** is about to expire, Teamplace will notify the User accordingly in due time. The User may extend usability of the respective feature by explicitly purchasing a new period subject to a charge. There will be NO automatic renewal, unless the User chose a Teamplace Business subscription!
- 5.5 Teamplace Business is a subscription model that requires the user to choose between a monthly or yearly recurring payment. Payment for the period of use is made in advance and is automatically collected from the legitimated payment service provider. Teamplace Business automatically re-news itself at the end of the period of use for a new term. The length of the renewed term depends on the booked package. The packages can be changed at any time provided the affected conditions (e.g. regarding the number of Teamplaces and employees) allow such change.
- 5.6 If a timely limited feature that is **free of charge** is about to expire, CMS will inform the User thereof in due time prior to the expiry. The User may choose to extend the usability by explicitly purchasing a new term for the feature which is subject to a charge or to discontinue its use.
- 5.7 Teamplace informs the User and the User acknowledges that the contents of any Teamplace shall be visible, but not accessible for a period of 30 days after the expiry of the respective Teamplace. Upon the expiry of the 30 days, any and all contents will be irrevocably and permanently deleted and cannot be restored in any way.
- 5.8 If the User copies contents from a Teamplace into any other media outside of Teamplace, any and all additional information stored with the original contents, including without limitation comments of other Teamplace Users, will be lost.
- 5.9 Payments in connection with Teamplace Consumer Accounts will be carried out through the payment service provider PayOne GmbH. Payments and other monetary transactions are exclusively subject to PayOne's General Terms and Conditions. Payments in connection with Teamplace Business Accounts will be carried out through the payment service provider Stripe Inc. Payments and other monetary transactions are exclusively subject to Stripe's General Terms and Conditions

6. Teamplace

- 6.1 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.

- 6.2 The User acknowledges that certain Services require phone service, data access, or text messaging capability. CMS does not charge for the Services unless specifically indicated otherwise. Carrier rates for phone services, data transfer, and/or text messaging may apply.
- 6.3 The User warrants to provide all information requested for registration and use of the Services truthfully and thoroughly.
- 6.4 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 airplane mode, the User must confirm that the Service is working properly on his/her device.

7. Terms and Pricing of Teamplace

TEAMPLACE				MYPLACE				
	Basic	Professional	Enterprise			Basic	Professional	Enterprise
	50 GB	100 GB	Unlimited		10 GB	50 GB	100 GB	Unlimited
1 month	5,00 €	10,00 €	50,00 €	1 month	free	2,50 €	5,00 €	25,00 €
6 months	25,00 €	50,00 €	250,00 €	6 months	free	12,50 €	25,00 €	125,00 €
12 months	50,00 €	100,00 €	480,00 €	12 months	free	25,00 €	50,00 €	240,00 €
	50 GB	100 GB	Unlimited		10 GB	50 GB	100 GB	Unlimited
1 month	\$ 6,00	\$ 13,00	\$ 60,00	1 month	free	\$ 3,00	\$ 6,00	\$ 30,00
6 months	\$30,00	\$ 60,00	\$300,00	6 months	free	\$15,00	\$30,00	\$150,00
12 months	\$60,00	\$120,00	\$550,00	12 months	free	\$30,00	\$60,00	\$288,00

Teamplace Business:

TEAMPLACE Business Plan			
	Starter	Professional	Enterprise
1 month	39,00 €	75,00 €	139,00 €
12 months	390,00 €	750,00 €	1390,00 €
1 month	\$ 39,00	\$ 75,00	\$ 139,00
12 months	\$ 390,00	\$ 750,00	\$ 1390,00

8. Rights and Obligations of User while using the Contents and Services of Teamplace

- 8.1 User of Teamplace is solely and fully responsible for any activities performed by him using the Teamplace websites and Teamplace services. 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 Teamplace 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 legal prohibitions (e.g. Young Persons Protection Act or Criminal Code).

- 8.2 In particular, Teamplace 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 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.
- 8.3 Any activities of User aiming at the destruction of the functioning or at complicating the use of Teamplace – in particular influence and manipulation of physical and logical structure of the service – are prohibited.
- 8.4 Finally, it is prohibited to misuse Teamplace for sending SPAM Mails or for massively sending contents of any other kind.
- 8.5 CMS reserves the right to limit storage space or to rule out users if the use of Teamplace indicates to be an unauthorized one. This rule also applies if clear signs indicate that Teamplace is not used in the proper sense of the service being a time- and memory-limited virtual data space. Such misuse exists in particular if Teamplace is used solely as a back-up memory. This regulation applies to free Teamplace accounts as well as to Teamplace Business accounts. In case of a fee-based account CMS shall refund the fee once the penalty is activated.
- 8.6 Registered User may, at any time, request in writing the deletion of his/her data and registration.

9. Rights and Obligations of CMS

- 9.1 Generally, CMS does not carry out any examination of any contents and expressions or comments by Users before such contents and expressions or comments are uploaded, disseminated, published or conveyed in any other form.
- 9.2 If CMS obtains knowledge of breach of these GTC or is suspicious thereof, CMS is entitled to deny access to the services and, if necessary, to immediately delete any contents used by the respective User or which are addressed to him. CMS shall give 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 Teamplace by User would be intolerable for CMS.
- 9.3 Furthermore, CMS 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 Teamplace.
- 9.4 CMS reserves the right to define additional conditions of authenticity. User shall be informed about any such changes.

10. Intellectual Property of Teamplace Websites

- 10.1 All contents of any registered Teamplace website, in particular data, information, logos, brands, logotypes, texts, and illustrations as well as their arrangement on Teamplace 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 CMS. Information and images offered on the website are protected by copyright.
- 10.2 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 Teamplace 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 CMS. Any modifications of said content as well as its use for other purpose constitute a breach of property rights. The use of said content on another website or within a computer network is prohibited.
- 10.3 Any infringement or violation of User's obligations or rights of CMS entitles CMS to claim for damages.
- 10.4 Links to Teamplace websites, however, are at all times possible and welcome as long as CMS has been informed in advance about these links and gave permission.

11. Limitation of Liability

- 11.1 CMS 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 CMS. Liability is limited to an aggregate amount of 100 000 EUR in each case.

- 11.2 In general, User is liable for any unauthorized usage of his Teamplace account by any and all Third Parties. In particular, User is obliged to hold harmless and exempt CMS from any and all claims and demands made by Third Parties against CMS 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 Teamplace-account. Furthermore, User is obliged to inform CMS immediately about any reasonable suspicion of an unauthorized use of his Teamplace account by Third Parties.
- 11.3 Data and information published via the Teamplace 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 CMS 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 CMS may not influence such websites.
- 11.4 Furthermore, CMS 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.

12. Jurisdiction and Applicable Law

- 12.1 Place of jurisdiction for any and all disputes arising from these GTC, including claims based on tort, is at the headquarters of CMS in Berlin (Germany), if the User is an entrepreneur, a legal entity under public law or separate funds under public law. . Any statutory exclusive jurisdiction remains unaffected. These GTC are construed according to and governed by German Law. By using the Teamplace websites or any of the Teamplace services, User expressly declares his/her agreement with this jurisdiction clause.
- 12.2 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
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