### General Terms and Conditions

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#### 1. General

- 1.1 These general terms and conditions include all agreements concluded by entrepreneurs or companies ("Customer") with Ruben-Alexander Hubert ("Laware"). If separate agreements on main services are concluded, these are primarily applicable to these general terms and conditions.
- 1.2 The most up-to-date version of these General Terms and Conditions as well as other documents that are expressly referred to in these General Terms and Conditions shall apply at the time of conclusion of the contract.
- 1.3 All contracts applicable to the conclusion of the contract are sent to the customer by e-mail upon conclusion of the contract.
- 1.4 The offers on the website are not binding (so-called invitatio ad offerendum). If the customer registers with the means of the Laware website under the name of a plan, this

represents a binding offer to complete this plan, including these general terms and conditions. Laware accepts the offer with a clearly confirming action.

1.5 Laware only concludes contracts with German entrepreneurs and companies i.S.d. § 14 BGB. If the entrepreneurial status is clearly stated during registration, this means that consumer rights are not applicable. There are accordingly no consumer rights, in particular no right to revoke a contract.

1.6 If the customer completes the contract for a legal person, he assures that he is entitled to represent it. If he is not authorized to represent, he himself becomes a party.

## 2. Intellectual property and confidentiality

- 2.1 Laware grants customers the simple, spatially unrestricted right to use the content in the Laware software as intended. This includes only the right to use the functions provided in a meaningful manner. This right is not transferable. Companies may sublicens the right to related companies in accordance with § 15 AktG. Such sublicenses are also bound or contractually bound to the duration of this contract. There are no obligations for Laware against sublicensors that go beyond the rights granted to the customer.
- 2.2 The customer grants Laware the simple, spatially unlimited right limited to the term of this contract to use content that he uploads to Laware software for the provision of the intended services. The customer assures that he has the necessary rights to upload the content to the software. The customer is responsible for this data itself and indemnifies Laware from any claims that third parties assert against Laware due to uploaded customer content.
- 2.3 Laware does not grant the customer rights to use the brand "laware" for its own purposes. An exception exists only if Laware has integrated the brand name into the software and the customer must necessarily use it. Laware only uses the brand of the customer for advertising purposes if it expressly agrees.
- 2.4 Both Parties undertake to treat all data processed, stored or exchanged in the system confidential and to protect them from unauthorized access. Disclosure to third parties or use for purposes other than the contractually agreed purposes is prohibited unless there is an explicit written consent of the other party or a legal obligation.

- 2.5 The obligation arising from 2.4 shall not apply to information which the receiving Party has already been known before the disclosure, which has been legally obtained by third parties, which are publicly accessible or become public without violating this agreement.
- 2.6 The obligation of 2.4 shall also exist after the termination of the contractual relationship.

### 3. Data protection

- 3.1 Laware is controller regarding the data of visitors to the websites (e.g. from individual documents or the legal center). With regard to the data of employees (e.g. in cooperation with documents), Laware is processor. The customer is obliged to enter into a contract processing contract with Laware in the sense of Art. 28 GDPR.
- 3.2 The Laware data processing agreement shall be deemed agreed together with these General Terms and Conditions. This is available here: https://versiony.app/open/040fb4ea-4212-11ef-b89e-1866da5b199e. Contracts concluded between the parties i.S.d. Art. 28 GDPR have priority over all other agreements.
- 3.3 The customer must comply with applicable data protection regulations. In particular, he has to ensure that he has a suitable legal basis for transferring personal data into the services of Laware. He also has data subjects to inform about these processings.

### 4. Digital Services Act

- 4.1 In so far as Laware is an intermediary service within the meaning of REGULATION (EU) 2022/2065 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) the following shall apply:
- 4.2 The contact point in the sense of Art. 11 (contact points for the authorities of the Member States, the Commission and the Executive Board) and Art. 12 (contact points for customers of the services) of the Regulation is the natural or legal person referred to in the Laware legal notice (https://laware.de/legal).

- 4.3 Laware checks content uploaded by customers to the service in a random manner or after specific references to legality and may initiate further measures if necessary (e.g. excluding the customer from the services or notification to law enforcement authorities or rights holders).
- 4.4 To the extent that persons wish to report or have to report information which is publicly available through Laware Services, Laware asks to provide at least the following information to the entity referred to in 4.2:
- a sufficiently well-founded explanation of why the information in question is to be regarded as illegal content;
- an unambiguous indication of the exact electronic location of this information, such as
  the precise URL address or the precise URL addresses, or, if necessary, further
  information useful in terms of the type of content and the specific type of hosting
  service for determining the illegal content (for example, this may be the identifier at
  the end of each document)
- the name and e-mail address of the reporting person or entity, unless information is considered to concern a criminal offence referred to in Articles 3 to 7 of Directive 2011 /93/EU:
- a statement that the reporting person or institution is convinced in good faith that the information and instructions contained in the notification are correct and complete.
- 4.5 As soon as a message is received within the meaning of 4.4, it is processed as quickly as possible via the support ticket system.

## 5. Liability

- 5.1 Laware shall be liable without limitation for damages caused by intent or gross negligence, as well as for damages culpably caused by Laware resulting from injury to life, limb, or health, and without limitation under the Product Liability Act (ProdHaftG). In addition, Laware shall be liable without limitation for fraudulently concealed defects or for a warranty assumed for the quality of the goods. None of the following provisions shall limit this liability.
- 5.2 In the event of a free grant of the rights of use to software, Laware shall be liable exclusively for intent and gross negligence in accordance with § 521 BGB. This restriction does not apply if compensation has been agreed individually.

- 5.3 In case of slight negligence, Laware is liable only for the violation of cardinal obligations that are essential for achieving the purpose of the contract (e.g. confidentiality and integrity of the processed data, availability of the software according to SLA). In these cases with the exception of damage to life, body or health the compensation obligation is limited to the amount of compensation the customer has paid to Laware in the last calendar year prior to the event of damage (or, with a shorter contract period, to the entire previous remuneration). In case of slight negligence in other cases, the liability of Laware, regardless of the legal reason, is excluded. Debtindependent liability according to § 536a BGB is excluded.
- 5.4 Laware is exempt from the provision of services in the event of force majeure (e.g. natural disasters) and in the case of work-fighting measures not to be represented by Laware; this does not result in a claim for damages.
- 5.5 Laware shall not be liable for damage caused by unauthorized use of the customer's account, provided that Laware has complied with the contractually due security measures (e.g. two-factor authentication). The customer is obliged to keep his access data secret and to report directly to suspected abuse.
- 5.6 The limitations of liability under 5. also apply to the personal liability of employees, representatives and vicarious agents of Laware.
- 5.7 Claims of the customer from this contract, in particular claims for defects and claims for damages due to slight negligence, expire one year after the date in which the creditor takes note of the respective claim or does not take note of any negligence. Exceptions are the cases in which Laware is fully liable in accordance with paragraph [Laware].
- 5.8 The customer undertakes to indemnify Laware and its affiliated companies and licensors from claims of third parties arising from a breach of these General Terms and Conditions (e.g. unlawful use or violation of third-party rights). Conversely, Laware releases the customer from claims of third parties resulting from a violation of Laware against these conditions. However, these claims for exemption are also limited as described under this paragraph 5..

### 6. Payment and prices

6.1 All plans can be tested in advance within three months. The deadline begins with the date of conclusion of the contract and can be terminated until the end of the test period

without any obligation to pay. The termination shall nevertheless apply to the end of the month of termination. The subscription automatically goes to a paid subscription.

- 6.2 Insofar as contracts are concluded in the self-service on the website, payment must be made with service provider PayPal. Other payment methods are also possible with a corresponding special agreement.
- 6.3 If Laware has agreed to pay with the customer, the customer is obliged to pay these payments on the agreed terms. Prices are named without the applicable turnover tax (currently 19 %). A monthly payment is due at the beginning of each month and payable within 14 days from that date. If the customer is in default with the payment, Laware is entitled to block access to the services. Other legal rights of Laware remain unaffected.
- 6.4 The plan "Essential" costs 19 € per month and includes the use of the software "Versiony" with one user. It allows up to five documents. The storage space is limited to 25 MB.
- 6.5 The plan "Standard" costs 49 € per month and includes three users. The plan contains all functions of Versiony and Legalcenter. It is included a Legalcenter page including corresponding subdomain. The number of documents is unlimited. Up to twenty short links with click statistics are available per Legalcenter. The storage space is limited to 50 MB per user.
- 6.6 The plan "Pro" costs 99 € per month and includes five users. The plan contains all features of Versiony and Legalcenter. The plan includes three legal center sites including corresponding subdomains. The number of documents is unlimited. Up to one hundred shortened links with click statistics are available per Legalcenter. The storage space is limited to 100 MB per user.
- 6.7 In principle, Laware offers only the plan models mentioned in points 6.4, 6.5 and 6.6. Other plans must be regulated through a special agreement.

## 7. Customer rights and obligations

7.1 The customer undertakes to keep his access data to Laware Software secret and not to disclose it to third parties. Customer accounts are bound to natural persons and may only be used by them.

- 7.2 Customers are responsible for preparing regular backup copies of their content stored in the system. Laware does not assume liability for the loss or recovery of data. Liability rules from 5, remain unaffected.
- 7.3 Insofar as Laware offers Al-based translation services or other texts or contents for use by the customer, the customer is obliged to check whether these are correct in terms of content or have to be tailored to the customer's needs. If the customer uses these texts to the outside, he alone is responsible for the content.
- 7.4 The customer is responsible for compliance with legal regulations regarding published content. This includes, for example, the fulfillment of legal information obligations to the customer. Laware does not verify the special obligations of the respective customer.
- 7.5 Customers undertake not to upload illegal content, such as pornographic, extreme right or glorifying into the software. Laware reserves the right to exclude customers who violate this regulation immediately from use and to initiate further measures if necessary.
- 7.6 If the customer enters the password for his customer account too often incorrectly, the customer account is temporarily blocked or permanently blocked in case of suspicious activities. In this case, he must contact the support to unlock the account if necessary.
- 7.7 It is expressly prohibited to use the software offered by Laware or related services in any way misuse. This includes, but not exclusively,:
- The introduction, spread or use of malware, viruses, Trojans, worms or other malware.
- The attempt to access systems, networks, data or information unauthorized, to manipulate or compromise them (e.g. by hacking, phishing, or other inadmissible means).
- Changing or manipulating security measures or licensing restrictions.
- Conducting penetration tests, security checks or similar activities without prior express written approval of Laware.
- 7.8 In the event of a breach of this provision, Laware reserves the right to block the customer's access to the software without prior notice, to terminate the contract without notice and to initiate legal action. In addition, the customer is obliged to replace the damage caused by misuse.

7.9 The customer is obliged to notify Laware immediately any actual or suspected misuse of the software.

## 8. Rights and obligations of Laware

- 8.1 Laware ensures availability of services of at least 98.5% annually. Damage compensation in money for downtime outside this value can only be required to the extent that compensation has been paid. Periods resulting from planned maintenance work (8.2) or emergency measures (8.3) shall not be considered as downtimes within the meaning of the availability clause. The provisions concerning liability in 5. remain unaffected.
- 8.2 Laware reserves the right to perform regular maintenance work on servers and software to ensure the safety, stability and functionality of the SaaS service. Planned maintenance work will be announced as soon as possible before the start via the platform or by email. In this period, limited availability or temporary interruptions of the service may occur.
- 8.3 Laware shall be entitled to carry out any out-of-plan emergency maintenance at any time if this is necessary to remedy critical errors, vulnerabilities or technical problems. In such cases, the customer is informed immediately if this is technically and organizationally possible.
- 8.4 Laware expressly points out that, despite careful development and testing, no guarantee can be accepted that the software works fault-free in all possible applications. In certain circumstances, technical errors, bugs or other inadequacies may occur which impair the functionality of the software.
- 8.5 Laware provides the customer with technical means such as embedding codes to integrate content of the service into the customer's website. The customer is responsible for the correct implementation and functionality of the embedding code on its website.
- 8.6 Laware assumes no responsibility for the technical circumstances of the customer's website, including but not limited to its functionality, server configuration, software compatibility or existing security precautions. It is the responsibility of the customer to ensure that his website is suitable for embedding and that integration can be carried out without technical disruptions or conflicts.

8.7 The software is optimized for use with the latest versions of the web browser Google Chrome, Microsoft Edge and Safari under the operating systems macOS and Android. The provider does not guarantee that the software works perfectly in other browsers or operating systems, in particular not in older or no longer supported browser versions.

8.8 Customers who use older or unsupported browsers must expect that certain functions of the software are restricted or not usable at all. It is recommended to use one of the above-mentioned browsers in the current version in order to be able to fully use the software.

8.9 The customer is obliged to notify noticeable defects of the service immediately, but at the latest within one month of discovery, in writing or in text form. In the event of a non-time display, the customer's claims for defect guarantee shall be cancelled unless Laware has carefully concealed the defect.

## 9. Legal center

When using the App Legalcenter, the customer is obliged to use a document named "Impressum" in each of its legal center; (or in English: legal notice). In this document, the customer must provide the legally prescribed information (cf. e.g. § 5 DDG). The customer is obliged to indemnify Laware from claims asserting third parties against Laware because the customer has not fulfilled this obligation.

# 10. Versiony

Even if an unlimited number of documents is contractually agreed, Laware provides a maximum of 50 MB (default plan) or 100 MB (per plan) storage space for its documents to avoid misuse. Laware is not obliged to expand this storage space. The measurement of the consumed memory takes place approximately. Some user data may not be included in the calculation. Laware is entitled to include such data at any time in the calculation.

## 11. Additional adjustments

11.1 Laware is entitled, if a remuneration is agreed, to adjust the agreed prices to changing market conditions at most once per quarter, to significant changes in procurement costs,

changes in sales tax or procurement prices. In the event of price increases which significantly exceed the regular increase in cost of living, the customer is entitled to a right to terminate. This is communicated by Laware in these cases in text form.

11.2 Laware can unilaterally change these Terms and Conditions to include new products or features, react to a new technical environment or increased customer numbers and comply with legal regulations. Laware will inform customers in text form about the changes.

11.3 Laware can unilaterally change the contract processing contract concluded in accordance with 3.2 in order to map the data processing into new products or features, to react to a new technical environment or increased customer numbers and to comply with legal regulations. Laware will inform customers in text form about the changes.

### 12. Contract period and termination

- 12.1 In so far as individual contractual or other applicable Laware terms and conditions are not met, both parties may terminate this contract monthly at the end of each month of the contract term.
- 12.2 Laware may terminate this contract for a particular reason without having to comply with a deadline if the customer violates these general terms and conditions.
- 12.3 Legally mandatory termination options, in particular that the customer can terminate the contract for an important reason, remain unaffected.
- 12.4 Laware keeps customer data for three months after closing an account. Laware reserves the right to delete the data at its own discretion without further notice.

#### 13. Rules for Al

Laware does not use customer data for Al training. Laware does not pass on customer data to other companies for the purpose of Al training. As far as Al is used with prompt functionality, Laware Prompts uses the customer only to bring about answers from an Al system. Storage takes place only to the extent necessary to provide the respective customer with functionalities.

#### 14. Other

- 14.1 Terms and conditions of the customer are not part of the contract. Laware contradicts the inclusion of such contractual conditions.
- 14.2 The law of the Federal Republic of Germany shall apply, with the exclusion of the UN Sales Law and the standards of international private law which are referenced thereto.
- 14.3 The agreed court is Hamburg.
- 14.4 If individual provisions of these General Terms and Conditions are wholly or partially ineffective, unlawful or non-enforceable, the validity of the other provisions shall remain unaffected. In such a case, the invalid, illegal or non-replaceable provision is replaced by a rule which is as close as possible to the economic purpose of the original provision. The same applies in the case of a control gap.

14.5 In the case of contradictory language versions of this contract, the German version is of priority.

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