

# General Terms and Conditions

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## 1. General

These general terms and conditions include all agreements concluded by entrepreneurs or companies ("user") with Ruben-Alexander Hubert ("Laware"). In the event that separate agreements on main services are concluded, these are primarily applicable to these general terms and conditions.

All contracts applicable to the conclusion of the contract are sent to the user by e-mail when the contract is concluded.

## 2. The Contract

Laware offers its services temporarily free of charge. There is no exchange ratio of "data against service" users do not have a claim that services are permanently free of charge.

## 3. Registration and conclusion of the contract

The contract, including the inclusion of these general terms and conditions, is concluded by setting up a user account at Laware via the registration form. Users are obliged to provide true information when registering.

### 3.1 Contracts only with German companies

Laware only concludes contracts with German entrepreneurs and companies in accordance with § 14 BGB. If the entrepreneurial status is clearly stated during registration, this means that consumer

rights are not applicable.

## **4. Intellectual property**

Laware grants users the simple, spatially unrestricted right to use the contents in Laware Software as intended. This includes only the right to use all the functions provided in a meaningful manner. This right is not transferable. Companies may sublicense the right to related companies in accordance with § 15 AktG. Such sublicenses are also bound to the duration of this contract. There are no obligations for Laware against the sublicensors that go beyond the provisions in this Treaty.

### **4.1 Upload of data**

Users grant Laware the simple, spatially unlimited right limited to the term of this contract to use content they upload to Laware software for the provision of the intended services. Users assure that they have the necessary rights to upload content to the software. Users are responsible for this data themselves and release Laware from any claims that third parties assert against Laware due to uploaded user content.

### **4.2 Trademark law**

Laware does not grant users rights to use the brand "laware" for their own purposes. An exception is only if Laware has integrated the brand name into the software and users must necessarily represent it. Laware does not use customers' brands for advertising purposes. However, it helps very much if the right to use is freely granted for advertising purposes. This requires an explanation from the user to Laware.

## **5. Data protection**

5.1 Laware is controller for 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 a processor. The user is obliged to enter into a contract processing contract with Laware in the sense of Art. 28 GDPR.

5.2 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.

5.3 The user must comply with applicable data protection regulations. In particular, he has to ensure that he can support the introduction of personal data into the services of Laware on a suitable legal basis. In addition, he has to inform data subjects about these processings.

## **6. Digital Services Act**

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:

## **6.1 Contact point**

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 users of the services) of the Regulation is the natural or legal person referred to in the Laware legal notice (<https://laware.de/legal>).

## **6.2 Information according to Art. 14 of the Regulation**

Laware checks content uploaded by users to the service in a random manner or after specific references to legality and, where appropriate, initiates further measures if necessary (e.g. exclusion of the user from the services or notification to law enforcement authorities or rights holders).

## **6.3 Reporting and remedy procedures**

To the extent that persons wish to report or have to report information that is publicly available through Laware Services, Laware asks to provide at least the following information to the entity referred to in 6.1:

- 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, where necessary, further information useful in terms of the type of content and the specific type of hosting service for determining the illegal content (for Versiony, this may be the identifier at the end of each document)
- the name and e-mail address of the reporting person or entity, unless the information is deemed 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 in good faith convinced that the information and instructions contained in the notification are correct and complete.

As soon as a corresponding message is received, it is processed as quickly as possible via the support ticket system.

## **7. Liability in case of free services**

If Laware offers the right to use the software for free, Laware is liable only for intent and gross negligence in accordance with § 521 BGB. This limitation of liability does not apply if compensation is negotiated in individual cases.

## **8. Liability in case of paid services**

8.1 Laware is liable for deliberate or grossly negligent damage as well as for damages from the culpable injury of life, body or health. In the event of slight negligent breaches of duty, liability is limited to those duties which are essential to the achievement of the purpose of the contract (cardinal obligations) - in these cases with the exception of the slight negligent violation of life, body or health -

the obligation to substitute is limited to the typically foreseeable damage. In all other cases of slight negligence, the assertion of claims for damages against Laware, regardless of the legal grounds, is excluded. Insofar as liability is excluded or limited by us in accordance with the above regulations, this also applies to the personal liability of employees, representatives and vicarious agents. The liability under the Product Liability Act remains unaffected.

8.2 Laware is exempt from the provision of services in the event of force majeure (e.g. natural disasters or hacker attacks) and in the case of work-fighting measures not to be represented by Laware; this does not result in a claim for damages.

8.3 Laware is not liable for any damage arising from unauthorized use of a personal account.

8.4 The user agrees to indemnify Laware and/or the related companies and/or licensors of Laware from any claims and damage arising from or in connection with claims by third parties arising from a breach of these Terms and Conditions.

## **9. User obligations**

### **9.1 Access data**

Users undertake to keep their access data to Laware Software secret and not to disclose it to third parties. User accounts are bound to natural persons and may only be used by them.

### **9.2 Content transferred to the user**

Insofar as Laware offers AI-based translation services or other texts or content for use by users, the user is obliged to check whether they are correct in terms of content or have to be tailored to the needs of the user. If the user uses these texts to the outside, he is solely responsible for the content.

### **9.3 Compensation**

If a payment of the user has been agreed separately in individual cases, the user is obliged to make these payments on the separately agreed terms.

### **9.4 Illegal contents**

Users undertake not to upload illegal content, such as pornographic, extreme right or glorifying into the software. Laware reserves the right to exclude users who violate this rule immediately from use and to initiate further measures if necessary.

### **9.5 Prohibition of abuse**

#### **9.5.1 Misuse**

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 the prior express written approval of the provider.

### **9.5.2 Consequences of infringement**

In the event of a breach of this provision, Laware reserves the right to block the user's access to the software without prior notice, to terminate the contract without notice and to initiate legal action. In addition, the user is obliged to replace the damage caused by misuse.

### **9.5.3 Obligation to notify**

The user is obliged to inform laware immediately of any actual or suspected misuse of the software.

## **10. Services of Laware**

### **10.1 Availability**

Laware ensures availability of services of up to 98.5% annual average. Remunerations for downtimes outside this value can only be required if they have been made. The rules for liability in 7. and 8. remain unaffected.

### **10.2 No guarantee of freedom of error**

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.

### **10.3 Browser compatibility**

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.

### **10.4 Notes about older browsers**

Users using 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.

## **11. Legal center**

## **11.1 Legal notice**

When using the App Legalcenter, the user is obliged to use a document named "Impressum" in each of his legal centers; (or in English: legal notice). In this document, the user must provide the legally required information (see, for example, § 5 DDG). The user is obliged to release Laware from claims that third parties assert against Laware because the user has not fulfilled this obligation.

## **12. Versiony**

### **12.1 Memory limitation**

Laware provides the user with 25 MB of storage space for his documents. 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 in the calculation at any time.

## **13. Amendments to the Treaty**

### **13.1 Price adjustments**

Laware is entitled, if a remuneration is agreed, to adjust the agreed prices to changing market conditions at a maximum of one time per quarter, with significant changes in procurement costs, changes in sales tax or procurement prices. For price increases that significantly exceed the regular increase in cost of living, the user is entitled to a right to terminate. This is communicated by Laware in these cases in text form.

### **13.2 Adjustments of the terms and conditions**

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

### **13.3 Adjustments to the data processing agreement**

Laware can unilaterally change the data processing agreement concluded in accordance with 5.2 in order to map the data processing into new products or features, to react to a new technical environment or increased user numbers and to comply with legal regulations. Laware will inform users in writing about the changes.

## **14. Contract period and termination**

14.1 In so far as individual contractual or other applicable Laware terms and conditions are not met, both parties may terminate this contract from one month to the end of the month.

14.2 Laware may terminate this contract for a particular reason without having to comply with a

deadline if the user violates these general terms and conditions.

14.3 Legally mandatory termination options, in particular that the user can terminate the contract for an important reason, remain unaffected.

## **15. Other**

### **15.1 Terms and Conditions of Users**

General Terms and Conditions of Users are not part of the contract. Laware contradicts the inclusion of such contractual conditions.

### **15.2 Applicable law**

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.

### **15.3 Jurisdiction Agreement**

The agreed court is Hamburg.

### **15.4 Salvation clause**

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.

### **15.5 Language versions**

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

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