

Status: 16.12.2021

## 1. Scope, Provider, Language of the agreement

- 1.1 These terms of use ("**Terms of Use**") shall apply to the use of spexor ("**spexor**"), as offered by grow platform GmbH, Grönerstraße 9, 71636 Ludwigsburg, Germany ("**Provider**"), for use by registered end users ("**User**"). Detailed information on the Provider is provided in the corporate information.
- 1.2 The language for the conclusion of the agreement is English.
- 1.3 The User may retrieve and print out the currently valid Terms of Use at [https://www.spexor-bosch.com/media/downloads/en/2021\\_12\\_16\\_terms\\_of\\_use\\_spexor\\_app\\_en\\_v3.pdf](https://www.spexor-bosch.com/media/downloads/en/2021_12_16_terms_of_use_spexor_app_en_v3.pdf).

## 2. Conclusion of agreement, Services, Availability

- 2.1 Following the completion of the registration process by the User and activation of a user account by the Provider, a legal contract is concluded between the Provider and the User ("**User Agreement**").
- 2.2 After conclusion of the User Agreement, the User is entitled to use or book various services ("**Services**"), namely:
- Free Services ("**Basic Services**"),
  - Free Services for which the User provides or undertakes to provide personal data and which the Provider does not process solely for the purpose of fulfilling its obligation to perform or legal requirements imposed on it ("**Basic Services Plus**"),
  - Paid Services which extend or modify the functional scope of the Basic Services and Basic Services Plus ("**Premium Services**"),
  - Services offered by affiliated companies of the Provider or third parties ("**Partners**") ("**Partner Services**"). Partners may be either consumers or entrepreneurs. If a Partner is not an entrepreneur, consumer protection provisions are not applicable in the relationship between Partner and User.
- 2.3 The Services include, for example, the provision of software functionalities, data, contributions, image and sound documents, information and other content ("**Content**").
- 2.4 The type and scope of the Services provided, as well as details of their technical requirements and availability, are set out in the service description. The service description serves only to describe the Service and contains neither statements as to quality nor guarantees.
- 2.5 Access to the Services is either browser-based via a domain ("**Website**"), as an app for use on compatible mobile end devices such as smartphones or tablets ("**App**") or via special,

compatible hardware ("**Hardware**"), at the discretion of the Provider. Individual functionalities of the Services may be restricted in each case depending on the access type.

## 2.6 Availability:

- The Provider shall endeavour to ensure that the use of the Basic Services is as uninterrupted as possible within the scope of its technical and operational abilities, but there shall be no entitlement to uninterrupted use. It is not warranted that access to or use of Basic Services will not be interrupted or impaired by maintenance work, further developments or otherwise by disruptions.
- Unless otherwise agreed, the Provider warrants an availability of 97,0 % per calendar year for Basic Services Plus and Premium Services. This does not include periods during which these Basic Services Plus and Premium Services cannot be accessed due to technical or other problems for which the Provider is not responsible, or due to maintenance work.

## 3. Conditions of use

- 3.1 Access to spexor and use of the Services require a user account, which the Provider makes available to the User (Section 4).
- 3.2 The User is responsible for creating and maintaining the technical requirements necessary in the User's area of responsibility for the contractual use of the Services (especially the necessary Hardware, web browser, mobile end device, internet access).
- 3.3 To use the Services via the App, the User must download and install the App on his/her smartphone or tablet. The App is available for Android and iOS and must be installed via the respective app store. Details on technical requirements, functionalities and operating instructions are available on the product page of the respective app store. The operating instructions serve only to describe the Service and contain neither agreements on quality nor guarantees.
- 3.4 Some Services may require special, compatible Hardware, which must be paired with the App and the user account. These can be found in the service description. If the User is no longer entitled to use the Hardware (e.g. due to sale), he/she is obliged to unpair the Hardware immediately.

## 4. Registration, User account

- 4.1 Registration shall be carried out when the App is started for the first time or via the Website of the Provider and requires the use of an authentication service (e.g. Bosch ID, SingleKey ID). Separate Terms of Use apply here, which the User must accept separately during registration for the authentication service.

- 4.2 After entering the login data for the authentication service, the User is asked, if required, to provide additional information, e.g. first name, last name, phone number, date of birth ("**Registration Data**"). These Registration Data shall be provided in full and correctly. The User is obliged to always keep the Registration Data up to date.
- 4.3 In order to complete the registration process and submit the Registration Data, the User is required to agree to the application of these Terms of Use.
- 4.4 By providing the Registration Data, the User submits an offer to the Provider to enter into the User Agreement on the basis of these Terms of Use. Acceptance of the User's offer by the Provider is effected by means of an e-mail confirmation and activation of the User's account.
- 4.5 The Provider reserves the right to verify the identity of the User immediately after submission of the Registration Data or at a later point in time, for example by requiring a User to click on an activation link sent to the User's e-mail address or to enter a code sent to a mobile phone number of the User. Until the User has provided the required verification, the user account remains blocked. If the registration is not completed, the Provider reserves the right to delete the incompletely registered user account.
- 4.6 There shall be no entitlement to registration. The Provider is entitled to not accept a registration without reason.
- 4.7 Each natural person is only permitted to register once with a user account. User accounts are not transferable.
- 4.8 The User is obliged to handle his/her login data with care, not to disclose them to third parties and/or not to allow third parties to access the user account by circumventing the login data. The User is liable for all activities that take place using his/her user account and for which the User is responsible. The User shall immediately change his/her password for his/her user account if he/she has reason to believe that the login data may have become known to unauthorised persons.

## 5. **Booking of Premium Services, Technical steps up to the conclusion of the agreement and correction of input errors, Conclusion of the agreement**

- 5.1 Where available, the User is able to book Premium Services via the App or the Website. The use of Premium Services is subject to these Terms of Use unless different terms of use are specified at the time of booking.
- 5.2 The presentation of a Premium Service shall not constitute a binding offer by the Provider, but merely an invitation to make bookings (*invitatio ad offerendum*).
- 5.3 As part of the booking process, the User shall be informed of the essential features of the Premium Service, the prices, the terms of payment and delivery, terms, periods of notice, information on the right of withdrawal and other details ("**Product**

**Information**").

- 5.4 To the extent that a booking of the Premium Services is offered via the Website or the App, the following shall apply:

- a) To start a booking, the User shall either place the desired Premium Service in his/her shopping cart or click on "Activate now" on the product page of the Premium Service. The User can make changes in the shopping cart at any time or remove the Premium Service from the shopping cart completely. After clicking on the button "Order for a fee" or "Subscribe", the User shall enter his/her data and select, for example, the duration and method of payment.
- b) On the following order overview page, the User can check his/her entries. To correct input errors (e.g. in the payment method or the data), the User shall click on "Cancel" next to the respective fields. The booking process can be cancelled at any time, e.g., by closing the browser window.
- c) By clicking the button "Order with obligation to pay", the User submits a binding offer to book the Premium Service. Immediately after sending the booking, the User receives an automatic confirmation of receipt of the booking by e-mail, in which the booking is listed. The automatic confirmation of receipt of the booking shall document that the User's booking has been received by the Provider and does not yet constitute acceptance of the contractual offer. The contractual relationship for the Premium Service comes into effect as soon as the Provider accepts the User's offer. The acceptance can be made explicitly, e.g., by a contract confirmation by e-mail, or by providing the Premium Service.
- d) The text of the agreement (consisting of the Product Information, the Terms of Use, the service description, if applicable, and the information on withdrawal) shall be sent to the User on a permanent data carrier (e.g. e-mail). A storage of the text of the agreement by the Provider does not take place, the text of the agreement is then no longer accessible for the User.

- 5.5 The Provider is also entitled to offer Premium Services free of charge on a trial basis for a certain period of time ("**Trial Subscription**"). If the Trial Subscription is not cancelled in due time, it shall become a paid Premium Service from the first day after the expiry of the Trial Subscription.

## 6. **Partner Services**

- 6.1 spexor may offer the User the opportunity to book Partner Services with Partners free of charge or for a fee. Bookings made by the User for Partner Services are forwarded to the Partners on the User's behalf.

- 6.2 The agreement on the respective booked Partner Services is concluded directly and exclusively between the User and the respective Partner. The Provider shall not become a contractual partner of

the User and shall not assume any responsibility for an agreement concluded with a Partner via spexor. The Provider is also not a representative of the Partner. In the relationship with the User, the Partner is solely responsible for the provision of its Partner Services, as well as for any complaints on the part of the User, even if the Provider, under certain circumstances, assumes individual obligations as the operator of spexor as a vicarious agent of the Partner. This does not entitle the User to any contractual claims of his own against the Provider. The Provider does not assume any warranty for the correctness and completeness of the information provided and declarations made by the Partner.

6.3 Payment for Partner Services is made directly to the Partner.

6.4 Notwithstanding the provisions of Section 6.2, by virtue of statutory VAT provisions and for VAT purposes only, it is deemed that the Provider becomes part of the legal transactions concerning the ordering of Partner Services via spexor between Partners and the User: The Provider is deemed to act on its own behalf and for the account of Partners. Partners shall consequently invoice the Provider for the remuneration (or the Provider shall issue a VAT credit note to the Partner) and the Provider shall invoice the User for the remuneration.

## 7. User Content

7.1 The Provider may enable the User to post, upload, store, create, share, send or display his/her own content ("**User Content**") and make it available to third parties ("**Transfer**"), subject to the following provisions.

7.2 The User is obliged not to transfer any User Content which, by its content, form, design or in any other way, violates the Terms of Use, applicable law or morality or infringes the rights of third parties.

7.3 The Provider may prescribe rules of conduct for the Transfer of User Content and for communication and interaction with other Users.

7.4 By the Transfer of User Content, the User shall grant the Provider a non-exclusive, irrevocable right of use, without territorial or content restrictions, transferable to third parties and free of charge, to the User Content for the purpose of providing spexor and the Services offered via it. This includes in particular the right of reproduction, the right of distribution and the right of public reproduction, in particular the right of making available to the public. The User remains the owner of his/her User Content.

7.5 If the User has transferred User Content in connection with a Basic Service Plus and/or Premium Service, the right of use granted in accordance with Section 7.4 shall expire when the termination becomes effective or when the User revokes it. This does not apply if the User Content

a) have no use outside the context of the Basic Services Plus and the Premium Services,

b) are exclusively related to the use of the Basic Services Plus and the Premium Services by the User,

c) have been aggregated by the Provider with other data and cannot be disaggregated or can only be disaggregated with disproportionate effort, or

d) were generated by the User together with other Users, provided that other Users can still use the User Content.

e) For User Content containing personal data, the provisions of the data protection notice (Section 17) shall prevail.

7.6 The User shall waive the right to author attribution.

7.7 To the extent that the Provider expressly offers the option of removing transferred User Content, the aforementioned right of use and exploitation shall expire upon deletion of the User Content. However, the Provider remains entitled to retain copies made for backup and/or verification purposes, subject to applicable data protection legislation.

7.8 The User is responsible for the User Content posted by him/her. The Provider shall not assume any responsibility for checking the completeness, correctness, legality, topicality, quality and suitability for a particular purpose of the User Content.

7.9 The Provider is entitled to refuse the posting of User Content and/or to edit, block or remove User Content already posted without prior notice if the posting of User Content by the User or the posted User Content itself violates these Terms of Use, rules of conduct or legal regulations, or if the User has otherwise culpably violated contractual obligations. In this case, the Provider will take into account the legitimate interests of the User and choose the mildest means to avert a violation. The Provider shall inform the User of this measure by e-mail.

## 8. spexor Content

8.1 All rights in the Provider's Services and their Content ("**spexor Content**") are owned exclusively by the Provider or its licensors and are protected by copyright or other intellectual property rights. The compilation of the spexor Content is also protected as such by copyright.

8.2 The spexor Content may only be accessed and displayed online for the User's own non-commercial purposes during the term of the User Agreement. The User is prohibited from copying, distributing and/or publishing spexor Content.

8.3 If spexor is used in the context of a commercial or professional activity, the User may use the spexor Content available via spexor exclusively for his/her own internal business purposes. Any further commercial use of the available spexor Content is prohibited (see also Section 10).

## 9. Third Party Content, Third Party Services

9.1 spexor and the Services may contain links to

Content that is not exclusively provided by the Provider, but by Users, Partners or other third parties (collectively, "**Third Party Content**").

9.2 This may also include the possibility of connecting the user account or the Services with Third Party Content that is part of an application (e.g. app of a third party) offered externally by third parties ("**Third Party Services**"). If the User makes use of Third Party Services, the User shall be responsible for the costs associated therewith and compliance with the Terms and Conditions applicable to the Third Party Services.

9.3 The Provider does not check Third Party Content and Third Party Services for completeness, correctness and legality and does not adopt them as its own. In particular, the Provider does not check the security aspects in connection with Third Party Content and Third Party Services. Therefore, the Provider does not assume any warranty for the completeness, correctness, legality and up-to-dateness of the Third Party Content and Third Party Services. This also applies with regard to the quality of the Third Party Content and Third Party Services and their suitability for a specific purpose, and also insofar as it concerns Third Party Content on linked external websites that may be viewed by way of framing.

9.4 The Provider will, at its sole discretion, investigate reasonable indications of violations of these Terms of Use or any illegality of individual Third Party Content or Third Party Services (or parts thereof) and, if necessary, take appropriate measures to discontinue this condition. In particular, the Provider will immediately remove illegal Third Party Content as soon as the Provider becomes aware of its illegality and insofar as this is technically possible.

## 10. Prohibited activities

10.1 The Services available through spexor are intended solely for the non-commercial use of the User. Any use for or in connection with commercial purposes is prohibited unless such use has been expressly permitted in advance and in writing by the Provider. Unauthorised commercial use includes in particular:

- a) Offers and promotion of paid Content and Services, both our own and those of third parties;
- b) Offers, promotions and implementation of activities with a commercial background, such as prize competitions, raffles, barter transactions, advertisements or snowball systems;
- c) Collecting electronically or otherwise the identity and/or contact details (including e-mail addresses) of Users (e.g. for sending unsolicited e-mails);
- d) The exploitation of the Services available via spexor, including the Content offered herewith, in return for payment.

10.2 The User is prohibited from any activities on spexor

and in connection with the use of the Services that violate these Terms of Use, applicable law or morality. In particular, the User undertakes to comply with applicable law and not to infringe the rights of third parties.

10.3 Also prohibited is any action that is likely to impair the operation of spexor as well as the Services and the technical infrastructure behind them. This includes in particular

- a) the Transfer of Content that contains viruses, worms, malware, trojans or harmful properties;
- b) the use of software, scripts or databases in connection with the use of spexor and the Services;
- c) the automatic reading, blocking, overwriting, modification, copying of data and/or other Content, except as necessary for the proper use of spexor and the Services;
- d) activity to decrypt, decompile, disassemble, reconstruct, or otherwise attempt to discover the source code, any software or proprietary algorithms used, except as permitted by mandatory non-waivable provisions.

10.4 If the User becomes aware of an illegal, abusive or otherwise unauthorised use of the Services, the User may contact grow platform GmbH, Grönerstraße 9, 71636 Ludwigsburg, Germany, by post or via e-mail to [support-spexor@bosch.com](mailto:support-spexor@bosch.com). The Provider shall then examine the matter and, if necessary, take appropriate steps.

10.5 In the event of significant breaches of duty for which the User is responsible, the Provider is entitled to terminate the User Agreement for good cause in accordance with Section 13.

## 11. Fees, Payment

11.1 Registration, access to spexor and use of the Basic Services and Basic Services Plus are free of charge. With regard to the use of the Premium Services, the prices at the time of booking shall apply. All prices include value added tax.

11.2 The fees for the Premium Services are due immediately upon booking.

11.3 Insofar as Premium Services are booked via the App, payments shall be processed via the respective app store. In this case, the Terms of Use and payment of the respective app store conditions shall apply with precedence to these Terms of Use. In the event of contradictions between the app store terms and conditions and these Terms of Use, the app store terms and conditions shall take precedence.

## 12. Right of withdrawal

12.1 As a consumer, the User is entitled to a right of withdrawal in accordance with the information set out in the Annex. A consumer is any natural person who enters a legal transaction for purposes that are predominantly neither commercial nor attributable to their self-employed professional activity.

12.2 The right of withdrawal shall also expire in the case

of agreements on the provision of services under the following conditions:

- a) in the case of a contract that does not oblige the User to pay a price when the Provider has provided the service in complete;
- b) in the case of a contract that obligates the User to pay a price, with the complete performance of the service, if the User, prior to the commencement of the performance, (i) has expressly consented to the Provider commencing the performance of the service before the expiry of the withdrawal period, (ii) in the case of an off-premises contract, has transmitted the consent in accordance with Section b)(i) on a durable medium, and (iii) confirmed his knowledge that his right of withdrawal expires upon complete performance of the contract by the Provider.

12.3 The right of withdrawal shall also expire in the case of contracts for the provision of digital Content not on a physical data carrier under the following conditions:

- a) in the case of a contract that does not obligate the User to pay a price, when the Provider has begun to fulfil the contract,
- b) in the case of a contract which obliges the User to pay a price, if (i) the User has expressly consented to the Provider commencing performance of the contract prior to the expiry of the withdrawal period, (ii) the User has confirmed his/her knowledge that his/her right of withdrawal expires upon commencement of performance of the contract as a result of his/her consent in accordance with Section b)(i), and (iii) the Provider has provided the User with a confirmation of the contract on a durable medium (e.g. by e-mail).

12.4 In the event of withdrawal, Section 13.5e) shall apply accordingly.

## 13. Term, Termination

### 13.1 Term

- a) The User Agreement is concluded for an indefinite period. It begins with the date of registration and ends with the effectiveness of a termination by the Provider or the User.
- b) The Premium Services have the term specified in the Product Information.

### 13.2 Ordinary termination

- a) The Provider may terminate the User Agreement at any time with a period of notice of one month to the end of the month, but no earlier than at the end of the current term of a booked Premium Service.
- b) The User may terminate the User Agreement at any time. If the User has booked one or more Premium Services, the User Agreement can only be terminated together with the contracts for the Premium Services, and no earlier than the expiry of the term for the Premium Service with the longest term.

- c) The Premium Services are subject to the notice periods specified in the Product Information.

13.3 The right to terminate for good cause remains unaffected for both parties.

### 13.4 Form of termination

- a) Unless the possibility of terminating the User Agreement by means of a delete function in spexor (e.g. in the settings of the user account, function "Delete account") is provided, a termination shall be made in text form (letter, e-mail).
- b) The uninstallation of the App does not constitute a termination of the User Agreement. Any obligations to the Provider to pay agreed usage fees for Premium Services shall remain unaffected by uninstallation of the App.
- c) The termination of a Premium Service can be made at the User's discretion either in text form (letter, e-mail) or via the termination button "Terminate contracts here". Termination of a Premium Service booked via the App shall take place via the respective app store.

### 13.5 Consequences of termination

- a) In the event of termination of the User Agreement, the user account shall be blocked as of the termination date and the user shall no longer have access to his user account, the Services and the User Content.
- b) In the event of termination by the Provider for good cause for which the User is responsible, the Provider shall be entitled to demand a penalty whose amount is equal to 50% of the usage fee for the portion of the current fees for Premium Services remaining after the termination. The User shall have the right to prove that damage has not occurred or has not occurred in the amount of the applied penalty and accordingly the penalty is not due or only due in the proven amount of damage.
- c) In the event of termination of the User Agreement, the Provider shall be entitled to irretrievably delete the data created in connection with the user account upon expiry of any statutory retention periods 30 calendar days after the termination takes effect. For personal data, the regulations on data protection shall apply with priority, which may also provide for a shorter period for deletion.
- d) The User is obliged to export and save his data and User Content on his own responsibility in due time before termination of the User Agreement or expiry of the aforementioned period.
- e) If the User has transferred User Content within the scope of using a Basic Service Plus and/or Premium Service, the Provider shall, at the User's request, provide the User with the User Content, which is not personal data, free of charge, within a reasonable period of time and in a common and machine-readable format after the termination becomes effective. This

shall not apply if the User Content

- is of no use outside the context of the Basic Services Plus and the Premium Services;
- is exclusively related to the User's use of the Basic Services Plus and the Premium Services; or
- has been aggregated by the Provider with other data and cannot be disaggregated or can only be disaggregated with disproportionate effort.

#### **14. Warranty**

The statutory provisions shall apply.

#### **15. Liability**

- 15.1 The Provider shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of applicable Product Liability Acts, (iii) to the extent of a guarantee assumed by the Provider, and (iv) in the event of injury to the life, body or health of a person.
- 15.2 In the case of negligently caused damage to property and financial loss, the Provider shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage that was foreseeable and typical for the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterizes the contract and on which the User may rely.
- 15.3 Liability is excluded in all other respects.
- 15.4 Statutory limitations of liability, which deviate from the above liability regulations in favour of the Provider, shall remain unaffected.
- 15.5 The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of the Provider and to the personal liability of employees, representatives and bodies of the Provider as well as to claims for reimbursement of expenses.

#### **16. Indemnification**

- 16.1 The User indemnifies the Provider in the event of a claim due to an alleged or actual infringement and/or violation of third party rights from all third party claims, including damages arising therefrom (e.g. costs for appropriate legal defence), resulting from culpable actions of the user in connection with the use of spexor and the Services.

#### **17. Data protection**

- 17.1 All information on the processing of personal data can be found in the Provider's data protection notices. These are available at <https://www.spexor-bosch.com/en/data-protection-policy>.

#### **18. Online dispute resolution platform, Dispute resolution procedures, Complaints**

- 18.1 The European Commission provides a platform for online dispute resolution (OS). The platform can be reached at <http://ec.europa.eu/consumers/odr/>. The e-mail address of the Provider is [support-spexor@bosch.com](mailto:support-spexor@bosch.com).

- 18.2 The Provider is not obligated or willing to participate in a dispute resolution procedure pursuant to the German Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz, VSBG*).

- 18.3 Complaints, grievances, questions and comments can be asserted or submitted under the contact details stated in the corporate information.

#### **19. Change of the Terms of Use**

- 19.1 The Provider is entitled to change or supplement these Terms of Use including any applicable contractual terms at any time with effect for the future if this is necessary due to legal changes or due to functional or technical developments of spexor or the Services.

- 19.2 The User shall be notified of a change or addition at least six weeks before it takes effect on a permanent data carrier (e.g. by e-mail or paper printout). If the User does not object to the change or amendment within 30 days of the announcement of the change or amendment, this shall be deemed to be consent to the change or amendment ("*deemed consent*"); the Provider shall make separate reference to this in the announcement. The deemed consent does not apply to a change that affects a main service of the User Agreement if this would result in an unfavourable disproportion between service and consideration to the detriment of the User. In the event of an objection, the usage relationship shall be continued under the previous conditions.

- 19.3 Editorial changes to these Terms of Use, i.e., changes that do not affect the contractual relationship, such as the correction of typing errors, shall be made without notifying the User.

#### **20. Updates, Service changes, Price changes**

##### **20.1 Updates**

- a) The Provider may provide updates to the Basic Services, e.g., to close security gaps or to eliminate errors. It is the User's responsibility to install updates without delay and to update the operating system of his mobile end device if this is required for an update of the Basic Services.
- b) Regarding the Basic Services Plus and the Premium Services, the statutory provisions on update obligations shall apply. The Provider shall inform the User in reasonable time about the provision of such updates, as well as about the legal consequences of an installation not performed within a reasonable time.
- c) The Provider is entitled to directly download and install security updates, for example to maintain product or data security, regardless of the User's settings. If the Provider performs a security update, it shall inform the User thereof.

##### **20.2 Change of Service**

- a) The Provider shall be entitled to change, supplement or discontinue the Basic Services at any time or to limit the use of the Basic Services for a limited period of time or to make them available against payment. The User shall not be entitled to maintain certain Basic Services or parts thereof. The Provider will consider the legitimate interests of the User. The User's claims to provision of the Basic Services for reasons outside these Terms of Use (e.g. the purchase of hardware that is dependent on the operability of the Basic Services) shall remain unaffected. To the extent that the User is entitled to such claims for the provision of the Basic Services, Sections b) to d) shall apply accordingly to any changes thereto.
- b) The Provider shall be entitled to modify the Basic Services Plus and the Premium Services at any time, even beyond any updates necessary to maintain compliance with the contract, provided this is done with good cause and the User does not incur any additional costs as a result. A valid reason exists in particular in the event of changes to the technical environment, changes in the number of users or improvements to the services. The User shall be notified of any change by e-mail.
- c) If a change not only insignificantly impairs the User's access to the Basic Services Plus and the Premium Services or their usability, the User may terminate the contract on the Basic Services Plus and the Premium Services free of charge with a notice period of 30 days. This shall not apply if the Provider enables the User to access or use the unchanged Basic Services Plus and Premium Services without incurring additional costs.
- d) The User shall be informed by e-mail of any change to the Basic Services Plus and Premium Services pursuant to Section c) no later than 30 days prior to the change. The notice period shall commence upon receipt of the information about the change. If the change is made after the receipt of the information, the notice period shall start to run from the time of the change. The Provider shall inform the User of his right of termination pursuant to Section c) in the information.
- e) Sections b) to d) shall also apply to any changes to the Terms of Use required in this context for good cause.

### 20.3 Price Changes:

- a) The Provider shall be entitled to change usage fees for Premium Services with an unlimited term no more than once per calendar year to reflect the effects of changes in the total costs associated with the Premium Services. Examples of cost elements affecting the price of the Premium Services are license costs, costs for technical provision and distribution of the Premium Services, customer service and other costs of distribution (e.g. invoicing and payment, marketing), general administrative

costs (e.g. rent, costs for personnel, subcontractor services, IT systems, energy) and taxes and duties.

- b) The User shall be informed of price changes by e-mail at least six weeks before the planned effective date. Unless the User gives notice of termination after notification of the price change, the price change shall become binding for the Parties. In the notification of the change, the User shall be separately informed of the consequences of the change and his right of termination.
- c) If and as soon as the cost elements specified in Section a) decrease for the Provider, the Provider shall reduce the monthly usage fees accordingly. Any increases in the costs of other cost elements may only be considered in this context insofar as the Provider has not already taken these costs into account in the context of an increase in the monthly usage charges.
- d) Irrespective of Sections a) to c), the Provider shall be entitled to adjust the monthly usage fees accordingly in the event of an increase in the statutory value-added tax and shall be obliged to do so in the event of a reduction.
- e) In the event of price changes that significantly exceed the regular increase in the cost of living, Section 19.2 shall apply accordingly.

## 21. Applicable law, Place of jurisdiction

- 21.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN United Nations Convention on Contracts for the International Sale of Goods if (i) the User has his habitual residence in Germany, or (ii) his habitual residence is in a country that is not a member of the European Union. In case the User has its habitual residence in a member state of the European Union, the applicability of German law shall also apply, without prejudice to mandatory provisions of the state in which the User has its habitual residence ("*benefit-of-the-doubt principle*").
- 21.2 If the User is an entrepreneur, the exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany. The same shall apply if the User had his domicile or habitual residence in Germany at the time of conclusion of the contract and has either moved out of Germany at the time the Provider brings an action or if the User's domicile or habitual residence is unknown at that time.

## 22. Final provisions

- 22.1 Legally relevant declarations and notifications to be made to the Provider after the conclusion of the contract (e.g. setting of deadlines) shall be made in text form (letter, e-mail) to be effective).
- 22.2 Should any provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the remaining provisions.

## 23. Country specific terms

### 23.1 Austria

a) For Users who have their habitual residence in Austria, the following shall apply:

b) Section 15. (Liability)

Section 15.2 is deleted and replaced by the following wording:

“15.2 In the case of negligently caused damage to property and financial loss, the Provider shall only be liable in the event of a breach of a material contractual obligation but limited in amount to the fee payable by the User for the period of one calendar year; material contractual obligations are those whose fulfilment characterizes the contract and on which the User may rely.”

### 23.2 France

a) For Users who have their habitual residence in France, the following shall apply:

b) Section 5. (Booking of Premium Services, Technical steps up to the conclusion of the agreement and correction of input errors, Conclusion of the agreement)

- Sections 5.2 and 5.4c) are not applicable.
- Section 5.4d) is deleted and replaced with the following wording:

“5.4d) The text of the agreement (consisting of the Product Information, the Terms of Use, the service description, if applicable, and the information on withdrawal) shall be sent to the User on a permanent data carrier (e.g. e-mail). Pursuant to article L 213-1 of the French Consumer Code the Provider ensures the storage of the agreement for a period of ten years and will provide it to the User upon request.”

c) Section 15. (Liability) is not applicable.

d) Section 18. (Online dispute resolution platform, Dispute resolution procedures, Complaints)

Section 18.2 is deleted and replaced with the following wording:

“In addition to the above, if the User is a resident in France, he can contact the local ombudsman (Médicys, Service Médiation de la consommation, 73 boulevard de Clichy, 75009 Paris, [contact@medicys.fr](mailto:contact@medicys.fr)).”

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