

General Terms and Conditions (GTC) mobivention Prediction Game for Companies

§ 1 Scope of application

1. in all contractual relationships in which mobivention GmbH (hereinafter "mobivention") provides deliveries and services to other companies, legal entities under public law or special funds under public law (hereinafter "customer"), these General Terms and Conditions (hereinafter "GTC") of mobivention shall apply exclusively.

2. conflicting contractual terms and conditions of the customer shall not become part of the contract, even if mobivention executes a contract without objecting to such terms and conditions. This also applies to terms and conditions of the customer which deviate from the law to the detriment of mobivention, even if no express reference is made to the validity of the statutory provisions in mobivention's GTC.

3. these GTC shall also apply to future contractual relationships between mobivention and the customer, even if no further reference is made to them.

§ 2 Conclusion of contract

1. mobivention's offers are subject to change and non-binding unless they are expressly designated as binding or limited in time. In the event of an unspecified commitment or time limit, mobivention shall be bound for 14 days after submission of the binding or time-limited offer. A contract for deliveries and services is concluded by order confirmation or by mobivention executing the contract. In case of doubt, the offer and the order confirmation from mobivention are decisive for the content of the contract.

2. information and representations in product or service descriptions, documentation, etc. do not constitute a guarantee declaration by mobivention for the quality of the deliveries and services, unless mobivention expressly declares this in writing.

§ 3 Subject matter of the contract

1. the subject matter of the contract is the granting of a right of use to the mobivention Prediction Game for Companies application by mobivention for use by the customer via the Internet within the framework of these GTC.

2. mobivention shall provide the customer with the solution, consisting of an iFrame or a sub-domain, for the duration of this contract. For this purpose, mobivention shall make the iFrame available via a URL. It is not possible to use the app without an Internet connection.

3. the source code of the software is expressly not handed over to the customer.

4. mobivention shall set up access for the customer upon conclusion of the contract and transmit the access data to the customer.

5. the customer's access to the Internet is not the subject of this contractual relationship. The customer bears sole responsibility for the functionality of his Internet access, including the transmission paths and his own mobile and stationary end devices.

6. the customer may only manage the number of users included in his booked package. If this restriction is exceeded, the parties agree that mobivention will contact the customer and, after consultation, book the next higher tariff and charge the difference; alternatively, further user registrations will be prevented.

7. mobivention guarantees an availability of at least 99.5% on a monthly average.

8. mobivention shall provide the services in the contractually agreed quality and in accordance with the state of the art at the time the contract is concluded. mobivention does not owe any

further quality of the software and other deliveries and services. Nor can the customer derive such an obligation from representations of the software in public statements by third parties or in third-party advertising, unless mobivention has expressly confirmed this in text form.

9. mobivention reserves the right to make changes to the services in the course of continuous product development and improvement (releases) of software, insofar as this is reasonable for the customer.

10. the customer has informed himself about the essential functional features of the software and bears the risk that this corresponds to his wishes and requirements; he will inform himself about questions of doubt before the conclusion of the contract.

§ 4 Obligations of the customer

1. the customer shall be responsible for ensuring a data connection between the mobile and stationary end devices intended for use and the mobivention server.

2. mobivention draws the customer's attention to the fact that restrictions and impairments of the services may arise which are beyond its control. This includes, in particular, actions by third parties who are not acting on behalf of mobivention, technical conditions of the Internet that cannot be influenced by mobivention and force majeure. The hardware and software used by the customer and its technical infrastructure can also have an influence on the services.

3. the customer is obliged to take suitable precautions to prevent unauthorised access by third parties to the protected areas of the software.

4. mobivention's obligation to back up data notwithstanding, the customer itself is responsible for entering and maintaining the data and information required to use the software.

5. mobivention shall provide the customer with the access data required for access to the user data, consisting of user name and password, as well as the information required for two-factor authentication. The user name and password may only be communicated by the customer to the users authorised by him and must otherwise be kept secret and not made accessible to third parties.

6. the customer shall grant mobivention the right to reproduce the data stored by the customer on the server provided by mobivention, insofar as this is necessary for the provision of the services owed under this contract. The customer is also entitled to store the data in a backup computer centre. To eliminate faults, mobivention is also authorised to make changes to the structure of the data or the data format.

§ 5 Remuneration

1. the customer must pay mobivention for the granting of the right to use the software at the price of mobivention valid at the time of conclusion of the contract in accordance with the offer.

2. the fee is due in advance for payment by credit card, PayPal or bank transfer to the bank account specified by mobivention. All contractually agreed fees are subject to the applicable statutory value added tax.

3. mobivention shall be entitled to terminate the contract without notice and refuse performance if the customer is in default of payment.

§ 6 Contract term

1. the contractual relationship comes into force with the order confirmation by mobivention.

2. the contract is concluded for a limited period until 16 August 2026.

3. the right of each party to terminate the contract without notice for good cause remains unaffected. In particular, mobivention shall be entitled to terminate the contract without notice and to block access immediately if the customer fails to make due payments despite a reminder and a grace period of at least seven calendar days, or if the customer breaches a material contractual provision and fails to remedy the breach of contract within a grace period of seven calendar days despite being requested to do so.

§ 7 Warranty

1. any warranty is excluded for malfunctions, faults or damage caused by improper operation, improper use, unsuitable hardware or software components (e.g. operating systems and operating system components, etc.).

2. mobivention accepts no liability or warranty for the accuracy of the calculation of points for the tips submitted.

§ 8 Liability

1. limitation of liability for slight negligence. The contractor is liable for damages insofar as these

a) were caused intentionally or through gross negligence on the part of the contractor, or
b) were caused by slight negligence on the part of the Contractor and are attributable to material breaches of duty which jeopardise the achievement of the purpose of the contract, or to the breach of duties whose fulfilment is essential for the proper performance of the contract and on whose compliance the Customer may rely (cardinal duties). A cardinal obligation is, for example, the obligation of mobivention to display the games, to save the tips and to calculate the points on the basis of the game and tip results and to save them on the server provided.

Otherwise, the liability of the contractor for slight negligence is excluded, regardless of its legal basis, unless the contractor is liable by law, in particular for injury to life, limb or health of a person, assumption of an express guarantee, fraudulent concealment of a defect or in accordance with the Product Liability Act.

2. liability for typically foreseeable damage. In the case of paragraph 1, sentence 1, letter b) (slightly negligent breach of cardinal obligations), the Contractor's liability shall be limited to the damage typically foreseeable for a contract of this type.

(2. a) Amount of the typically foreseeable damage. The maximum amount of damage typically foreseeable for a contract of this type shall be € 5,000.00 as agreed by the parties for all damage arising from or in connection with this contract.

3. employees and agents. The limitations of liability in Paragraphs 1 and 2 shall also apply to claims against employees, legal representatives and agents of mobivention.

4. insofar as the services of the contractor are subject to the provisions of tenancy law (in particular the provision of the contractual software as "software as a service"), the following shall apply:

4.1 No strict liability for initial defects. Strict liability for initial defects pursuant to Section 536a (1), Alt. 1 BGB is excluded.

4.2 Cancellation due to non-fulfilment. The customer's right to terminate the contract due to non-provision in accordance with Section 543 (2) sentence 1 no. 1 BGB is excluded, unless the provision of the services is deemed to have permanently failed.

4.3 Self-remedy. The customer's right to self-remedy (Section 536a (2) BGB) is excluded, except in cases of malice, intent or gross negligence on the part of the contractor and in the event of injury to life, limb or health of a person.

§ 9 Help desk for the reporting of malfunctions

mobivention shall provide the customer with access to the customer service for reporting incidents. The sole purpose of customer service is to enable the customer to report faults to mobivention which occur when using the services owed under this contract.

§ 10 Processing of personal data

1. mobivention is obliged to comply with the provisions of the Federal Data Protection Act (BDSG), the General Data Protection Regulation (GDPR) and other statutory provisions.

2. mobivention processes the personal data required for the purpose of contract fulfilment. The detailed data protection information (order processing agreement) is available at <https://tipp-spiel-fuer-unternehmen.com/Dokumente/AVV.pdf>.

§ 11 Data export, data deletion

1. the customer has the option of retrieving the user registration data, which can be accessed via the export functions available in the software, in csv format at any time ("data export").

2. mobivention shall delete the customer data in its possession no later than 30 days after the termination of the contract, unless the customer informs mobivention within this period that the data retrieved by it by means of data export is unreadable or incomplete. The customer's failure to notify mobivention shall be deemed to be the customer's consent to the deletion of the data.

§ 12 Data backup

mobivention shall carry out a backup of the customer's data on the data server once per calendar day. The data will be stored for at least 14 calendar days.

§ 13 Changes to the contractual conditions

Unless otherwise specifically regulated, mobivention is authorised to amend or supplement these contractual conditions as described below and to publish them at <https://tippspiel-fuer-unternehmen.com/GTC.pdf> and to inform the customer, for example by circular mail, appropriately before the planned entry into force of the amendments or supplements. If the customer does not agree with the amendments or additions to the contractual terms and conditions, he may object to the contract with a notice period of one week to the date on which the amendments or additions are intended to take effect. The objection must be in text form. If the customer does not object, the amendments or additions to the contractual terms and conditions shall be deemed to have been approved by the customer.

§ 14 Confidentiality

The parties undertake to maintain confidentiality regarding all knowledge and information about the other party of which they become aware during the fulfilment of the contract and not to make it accessible to third parties. Excluded from this is the naming of the project as a reference for marketing purposes by mobivention, which is hereby expressly authorised.

The obligation to maintain confidentiality expires three years after the end of the contract.

§ 15 Final provisions

1. the contract shall be governed by German law with the exception of the UN Convention on Contracts for the International Sale of Goods and private international law.

2. all disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Rules of Arbitration of the Cologne Chamber of Industry and Commerce, excluding recourse to the ordinary courts of law. However, the judicial dunning procedure remains admissible.

3 Amendments or additions to the GTC must be recorded in text form.

4. should a provision of this contract be invalid, this shall not affect the legal validity of the entire contract. The parties undertake to replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.