

Terms and Conditions

1. Field of Application

- 1.1. The following general terms and conditions of the Placedise GmbH, Neue Amberger Strasse 39, ZIP Code 92655, Grafenwoehr, Germany (hereinafter Placedise), apply for the use of the platform Placedise.de or Placedise.com or its subdomains and so-called alias domains for them (hereinafter platform). It especially applies for the use of the Placedise Software-as-a-Service solution (hereinafter software).
- 1.2. All concluded, or initially completed, ongoing, and future transactions with Placedise are governed solely by the following terms and conditions. Placedise does not recognize any conditions of the customer which deviate from the present general terms and conditions. These are not part of the contract, even if Placedise does not expressly object to them.
- 1.3. Placedise's platform is intended exclusively for contractors within the meaning of the legal regulations of section 14 para. 1 BGB (German Civil Code).

2. Registration

- 2.1. The use of the software requires the customer to register. The customer is obliged, at the time of registration to provide true, accurate, current and complete information according to the requirements of the respective registration document and to keep his information current at all times.
- 2.2. The approval of the customer to use the software comes only with confirmation of registration by Placedise. There is no right of access for the customer.
- 2.3. Contractual declarations (e.g. changes to the Terms and Conditions, invoices, or other communications) can be sent by email to the customer. These are to be regarded as received when they, under normal circumstances, are available in the email box of the email address, which the customer has provided during registration.
- 2.4. After registration, a personalized customer account will be set up on the platform, within the software, for each customer. The customer has to, at the time of registration, choose a user name and a password

(hereinafter log in data) as well as submit the information necessary to make use of the software.

3. Conclusion of Contract, Duration and Termination

- 3.1. The subject of the contract is derived from these terms and conditions as well as the contract on usage.
- 3.2. If the customer, after Placedise sent a respective proposal, buys a license to use parts or all of the Placedise software, a contract for the chosen license is created. The created contract replaces any existing contracts that are related to the same or similar licenses. Claims of the customer, arising from this existing contract, expire at the time the new contract starts. Claims of Placedise, especially those concerning payment, stay active.
- 3.3. Placedise will, within a reasonable time after the order, unlock the customer's account and send the associated bill.
- 3.4. The contract between Placedise and the customer ends after the contractual period if it has been cancelled at least 60 days before in written form. Otherwise the contract will renew automatically by the given contractual period, but a maximum of 12 months. The fees and cost will correspond to the ones of the previous period. In addition, any initial fixed one-time costs as well as any discounts that applied to the initial period shall not apply to any renewal period.

4. Right of Use

- 4.1. The customer receives the nonexclusive, limited to the duration of this contract, right to access the platform and the features, related with the platform via the internet to use in accordance with this agreement. The customer does not get any further-reaching rights, in particular to the platform, its technology, the associated software application or operating software.
- 4.2. The client acknowledges that all intellectual property in the platform and especially the respective software as well as all services and documentation belong and shall remain with Placedise. The client will not receive any comparable right.
- 4.3. The client is not entitled to use the platform or let it be used by third parties or make it available to third

parties beyond the conditions laid down in the contract. In particular, customers are not allowed, to reproduce the platform or parts of it, sell it or let it be used for a limited time, especially not to rent or lend it out.

The client may, based on the selected services and license within the contract, enable a given number of further unique people access to the respective services. This terms and conditions apply to them analogously. The inviting client is responsible to ensure that those people know the content of any applicable contracts (including this one) and act accordingly.

- 4.4. Should the contractual use of the platform, without any fault on the part of Placedise, be affected by property rights of third parties, Placedise shall be entitled to refuse services affected by this. Placedise shall immediately inform the customer and grant him access to his data in an appropriate manner. In this case the customer is not obliged to pay. Other claims or rights of the customer are not affected.
- 4.5. The customer has the option to test parts of the Placedise services free of charge. This test access can only be used once by each person and customer. If there are different customer within one company, the use of the test access is limited to 3 times for each company.

5. Data Protection and Data Security

- 5.1. Both parties will comply with the applicable data secrecy laws, in particular, the data protection regulations applicable in Germany and compel their employees to do the same in connection with the contract according to the EU General Data Protection Regulation (GDPR), in so far as these are not already generally apply to them.
- 5.2. If the customer collects, processes, and uses personal data himself or by using the software, he shall guarantee that he does so under the applicable provisions, in particular data protection provisions and is entitled to do so, in the event of a breach Placedise will not be liable for third party claims.
- 5.3. The customer keeps in both terms, the working relationship and a general data protection meaning, the control over his data. The customer is in terms of the power of disposal and ownership of all customer-specific data (entered data, processed and saved data, output data) the sole owner. Placedise does not take control for the customer of the data stored and contents regarding a legal admissibility of collection, processing and use; this responsibility falls exclusively to the customer.

Placedise is only entitled to the customer-specific data only in accordance with the instructions of the customer and to process and/or to use these data within the framework of this contract; in particular, Placedise is prohibited, without the prior written consent of the customer to in any way make the customer-specific data available to third parties. This also applies, if and to the extent of a change in or addition to the customer-specific data is made. However, in the context of the privacy protection regulations, Placedise is, during the period of the contract, entitled to the processing and use of the customer data.

- 5.4. The software application, server, and operating system software as well as other system components of the platform will be operated by third parties in the data center. Placedise can award subcontracts but has to inform the customer as well as impose the obligations of 5.3 on the subcontractor.
- 5.5. Placedise will arrange the technical and organizational security measures and measures in accordance with Art. 32 GDPR. The customer is, in principle, not entitled to demand access to the premises with the software application, server and system software and other system components of the platform. The access rights of the customer's data protection officer, after a written notification, to check compliance with the requirements as defined in Art. 32 GDPR as well as any other law and contractual management of Placedise with personal data in the framework of the operation of the platform according to this contract remain untouched by this.
- 5.6. Is Placedise explicitly instructed by the customer, to support with the gathering, editing, or evaluation of the customer's data or other with other tasks within the scope of data handling and protection, Placedise may invoice any expenditures that arise from those tasks data – within the possibilities, defined by applicable law.
- 5.7. Further details shall be governed by the privacy policy of Placedise, which is available on www.placedise.com/privacy-policy/

6. Duties and Obligations of the Customer

The customer will fulfill the provisions for the delivery and execution of his contractual obligations. In particular, he will:

- 6.1. Pay the agreed prices on time. For each not cashed respectively returned invoice, the customer has to,

as far as he represents the cost triggering event, compensate Placedise for incurred costs;

- 6.2. To protect the corresponding access data against access by third parties and to not grant access to unauthorized users. The customer is fully responsible for all activities, carried out by third parties, who have been given access to his access data;
- 6.3. Ensure that all copyrights, proprietary rights, and (for example, when the acquisition of third party data server of Placedise) are taken into account;
- 6.4. To obtain the required consent of the stakeholders, when, in the context of the use of the platform, he collects, processes or uses personal information and no legal representative intervenes;
- 6.5. To not misuse the platform or allow it to be misused, in particular to not submit content with a right- or moral character or allude to such information, who serve to incite, guide to criminal offenses or to glorify or downplay violence, which are sexually offensive or pornographic, are liable to endanger children or young people morally or compromising their well-being or are damaging to the reputation of Placedise;
- 6.6. Not unauthorized access information or data, or interfere with programs run by Placedise, or intrude in data networks of Placedise, or allow any unauthorized third party perform any of the aforementioned;
- 6.7. Exempts Placedise from all claims by third parties, which are based on an unlawful use of the platform by the customer or are done with his approval, in particular in cases of data protection, copyright law or other legal disputes with the use of the platform. Customer acknowledges or he will have to acknowledge that if such a breach is imminent, he has a duty to promptly notify Placedise of this.

7. Breach of Contract

- 7.1. Placedise is entitled, in the case of an illegal infringement of the customer against one of the main obligations stipulated in this contract to access the platform and block his data. The access will only be restored when the violation against the main obligation has been permanently removed and the danger against repetition has been ensured by the lodging of a declaration to cease and desist to Placedise. In this case the customer remains obliged to pay outstanding invoices.
- 7.2. In case of a breach of 6.4, 6.2 or 6.5 Placedise is entitled to delete the affected data.

- 7.3. If there is, in the cases of 7.1 and 7.2, a violation by the customer, the customer is liable to pay damages. The right to claim for other damages remains reserved to Placedise.

8. Terms of Payment

- 8.1. The invoicing of Placedise compared to the user is carried out exclusively in electronic form. Prices are, unless otherwise stated or no VAT is payable, with VAT to be added.
- 8.2. Prices for the software usage, starting with the day of their operational deployment, are payable in advance (if not agreed differently before – in written form).
- 8.3. Other prices are following the provision of the service.
- 8.4. The invoice amount must be credited no later than the fourteenth day after receipt of the invoice to the account stated on the invoice.

9. Delay

- 9.1. During a late payment of the customer in a not insignificant amount Placedise is entitled to block access to the platform. In this case the customer remains obliged to pay the bill.
- 9.2. If the customer, in a period of more than two months, is late with the payment of the remuneration Placedise may terminate the contract without compliance of a time limit and may demand a sum, due immediately, in the amount of EUR 5,000.00 for damages. The compensation is based on the set-up cost for the software. The damages shall be higher or lower, if Placedise proves a higher or the customer proves a lower damage.
- 9.3. The right to assert further claims for late payment remains reserved to Placedise.
- 9.4. If Placedise is late with the operational deployment, the liability is governed by 11. The customer is only then entitled to withdraw from the contract, if Placedise does not comply, within a reasonable period, as determined by the customer which shall be at least two weeks.

10. Availability and Faults

- 10.1. Placedise particularly reserves the right to temporarily restrict or suspend access to the platform to carry out maintenance work.
- 10.2. Placedise, in the framework of the technical and operational possibilities, has to remove any faults

immediately. The customer is obliged to immediately point out problems to Placedise which are obvious to him. If the elimination of the fault is not done within a reasonable period, the customer has to set a reasonable grace period Placedise, which shall be at least two weeks.

11. Liability

- 11.1. To use the platform, it is necessary to use certain technical systems, such as terminals, software, transmission, telecommunications and other services provided by third parties, from which additional costs, in particular connection fees, can arise for the customer. Placedise does not provide such devices, software programs, transmission, telecommunications and other services for this purpose and will also not be held liable for warranty or costs.
- 11.2. Placedise accepts no liability for the completeness, timeliness, or accuracy of information within the technical transmission.
- 11.3. In the case of wilful intent or gross negligence as well as damages caused by their legal representatives or vicarious agents, Placedise is liable to the customer to the full extent of these damages.
- 11.4. In cases of slight negligence, in the event of an infringement of the life, body or health Placedise shall be fully liable.
- In addition, Placedise is liable only to the extent that a major contractual obligation (cardinal obligation) has been violated. In these cases, the liability is limited to the replacement of the foreseeable, typically occurring damage. For a single claim liability is limited to the contract value.

12. Vis Major

- 12.1. Placedise is released from the obligation of performance of this contract shall, if and to the extent that the nonperformance of services of the contract are due to circumstances of vis major after the contract has gone into effect.
- 12.2. Circumstances which are considered vis major are for example war, strikes, riots, expropriation, cardinal law amendments, storms, floods and other natural disasters, as well as any other circumstances not attributable to Placedise. In particular, water penetration, power outages, and disruption or destruction of data-carrying lines count as such.

13. Reference

Placedise is entitled to use the customer's company name in promotional literature, the internet and other publications as a reference. Placedise is also entitled to use the logo of the customer.

14. Final Provisions

- 14.1. If Placedise provides documents in several languages, the German version always takes precedence.
- 14.2. The customer can transfer the rights and obligations arising from this contract to third parties only after prior written approval by Placedise.
- 14.3. Placedise is entitled to transfer or sub license the rights and obligations arising from the contractual relationship as a whole or individually to each company related to Placedise in the meaning of section 15 German Stock Corporation Act (Aktiengesetz). The customer already agrees to a corresponding transfer.
- 14.4. The place of performance for all performances is Grafenwoehr, Germany.
- 14.5. The contractual relationship shall be governed by German law.
- 14.6. Exclusive place of jurisdiction is Weiden i.d.OPf., Germany.
- 14.7. Within the scope of these general terms and conditions, the text form of section 126 b of the German Civil Code is meant.
- 14.8. Verbal or written subsidiary agreements do not exist. Changes must be made in writing to be effective. This also applies to the termination / change of this written form clause.
- 14.9. Should individual provisions of these General Terms and conditions be or become wholly or partially invalid, the validity of the remaining provisions will not be affected.

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