

GTC KEEPA

Terms and Conditions for using Keepa

Status: July 2023

Foreword: KEEPA, based in Berlin, is a mobile phone application that enables companies to digitize their sales process and can be used on all newer (approx. 5 years old) mobile phones that have Android or iOS as operating system. Thanks to secure cloud services, company activities can be viewed and retraced at any place and at any time.

The general terms of use and business (hereinafter: GTC) form the basis of the future cooperation between the customer and KEEPA, and represent the final legal framework for all services offered by KEEPA.

Scope: These General Terms and Conditions ("GTC") apply between the

KEEPA GbR ("KEEPA")

represented by business executive:

Philip Leitlein

Hardenbergstr . 38,

10623 Berlin

Phone: +49 178 3672587

Email: mail@keepa.store

and users of the software for mobile devices ("App") offered by KEEPA. These GTC regulate the conditions for downloading and using the app. By using our app, the user agrees to these terms and conditions.

Subject of the contract: By concluding the contract, the buyer is granted the right to use KEEPA with all the functions assigned until an updated version will be published which will include in-app purchases such as subscriptions for premium features. Please refer to the following points for a precise description of the service and the amount of the fee.

All offers are generally non-binding.

Conclusion of contract: The contract begins after you submit your application to use the app and KEEPA accepts this application by providing the service. In order to verify your identity, KEEPA may require you to provide proof of your identity, signing authority and managerial authority.

For the conclusion of the contract, KEEPA requires:

- Company Name
- Company address
- Name of the person authorized to sign
- A valid email address
- An active phone number

Any fees and charges that may be associated with the conclusion of the contract will be borne by the customer.

Requirements for use: KEEPA is designed for mobile phones that use Android as the operating system. It is your own responsibility to use end devices that are compatible with the app and to install all current security updates for the operating systems. An internet connection with a speed of at least 0.5 Mbit/s is required to install and set up the APP. Aside from downloading and setting up, the app can also be used without an internet connection.

Duration of contract: Unless there is a special agreement between KEEPA and the customer, the contract is for an indefinite period.

Contract language: Contract language is English and can be in German on request. KEEPA's approval must be obtained for this in advance.

Terms of use: The user is prohibited from using KEEPA in a way that violates local law or common morals (see: Goals and Values of KEEPA). In the event of a violation, KEEPA reserves the right to block the account at any time without notice.

User obligations: Access data may not be passed on or sold to third parties. The user is responsible for backing up personal data externally. The purchased product may not be misused (see Terms of Use). The customer must ensure that his registration and access data is stored externally.

Updates: Updates are provided regularly and free of charge. If no automatic update notification is switched on, the customer is obliged to inquire about updates at regular intervals. Functional changes to the app during updates are shown to the customer in advance.

Data security: All data between the user's end devices and between the user's end devices and KEEPA are communicated in encrypted form. The encryption takes place end- to -end and is therefore not visible to third parties.

Data protection: Data protection is taken seriously as a basic element of the company's orientation and is continuously checked and further developed. Storage of certain personal data takes place under the proviso that this is required for the smooth functioning of the app. All personal data will be deleted as soon as they are no longer required. You are responsible for the

disclosure of personal data of employees of your company and you may have to obtain the permission of your employees.

For further details on data protection, please see keepa.store/dataprivacy or contact our data protection officer at info@keepa.store.

Text and data mining: In order to continuously improve the functionality of the app, in particular the scan function, performance analyzes must be carried out and determined at regular intervals. The data is collected in a randomized manner without any personal reference. The knowledge gained from this, flows to the user through an improved scan function.

Technical Support: If you experience problems with the app, you can always contact us at the following address and we will get back to you as soon as possible.

Severability clause: Should a provision of this contract be or become invalid, the validity of the contract remains unaffected.

Liability: KEEPA is only liable within the framework of the minimum legal provisions and only in the case of intentional and grossly negligent behavior on our part. Beyond this scope, there is an exclusion of liability to the extent permitted by law. Furthermore, there is no liability for lost profits, lost sales, lost data, indirect or direct consequential damage through the use of KEEPA, unless this is contrary to mandatory law.

In particular, there is no liability for the following points:

- Damage caused by power failure or low battery levels
- Damage caused by unsaved data
- Damage caused by viruses, attacks by third parties or other malicious software
- Damage caused by incorrect operation of our software.

Changes to the terms and conditions: The provider reserves the right to change these terms and conditions, to adapt them to changes in the legal basis and their own offer. The changed terms and conditions will be sent to the user or customer in advance by email or in a suitable form or displayed on the website and in the mobile app. If the user does not raise an objection within six weeks, these are deemed to have been accepted. In the event of an objection, the provider can block the user's user account. Payments already made will be reimbursed proportionately in relation to the remaining term.

Final provisions: The contract is subject to German and European law. If the contract is concluded outside of Europe, the law of the country concerned applies. Place of performance and place of jurisdiction are Berlin in Europe. In non-European countries, the city with KEEPA's administrative headquarters. Subsidiary agreements, changes or additions must be in text form to be effective. This also applies to cancellation of the text form. Deviating or supplementary

terms and conditions of the user do not become part of the contract unless KEEPA has expressly agreed to their validity.

If the provider's company is dissolved, all legal and financial obligations on the part of KEEPA are automatically void.

The EU Commission provides an internet platform for the online settlement of disputes ("OS platform") at <https://ec.europa.eu/consumers/odr/>. This platform serves as a point of contact for the out-of-court settlement of such disputes that arise from online sales contracts. We are not obliged to participate in a dispute settlement procedure before a consumer arbitration board and reserve the right not to participate.