

Terms of Use SoSafe / End User Licence Agreement

1. Scope of application, exclusion of deviating terms and conditions of business

- 1.1. The following **terms of use** govern the contractual relationship between SoSafe GmbH, Ehrenfeldguertel 76, 50823 Cologne/Germany (hereinafter referred to as "**Provider**") and the respective persons (hereinafter referred to as "**Users**") who wish to use the offer made available on the Provider's platform (available at <https://elearning.sosafe.de>) (hereinafter referred to as "**Platform**" or "**Services**").
- 1.2. The data protection declaration also applies (available at: <https://www.sosafe.de/privacy>).
- 1.3. The validity of the user's general terms and conditions of contract or business is expressly excluded. This also applies if the provider has not expressly contradicted the conditions of the user and/or provides services without contradiction.
- 1.4. The version of the terms of use valid at the time of conclusion of the contract is decisive.

2. Subject matter of the contract

- 2.1. The provider maintains a platform on which natural persons can register in accordance with section 3 order to use the services of the provider, in particular to consume content on the topics of cyber and IT security (e.g. information articles, e-learning modules, videos etc.) via the services and to document their own knowledge in these areas (e.g. learning quizzes to end the e-learning modules).
- 2.2. The right to use the Services (hereinafter referred to as the "**User License**") is acquired by the User's employer, its insurer, professional association, association or other superordinate organisation from the Provider.
- 2.3. The user grants the provider the right to process the following personal data:
 - a. First and last name (optional) - serves to personalize the user profile
 - b. Selected language
 - c. Associated organization that has acquired the user license for the user (e.g. employer)
 - d. Progress in the e-learning modules (i.e. how many modules have already been started, how many have already been completed, etc.)
 - e. Results of the final quiz questions within the individual e-learning modules
- 2.4. Feedback on the personal data listed under point 2.3 to the organisation commissioning the provider (e.g. employer) is exclusively in aggregated form, which does not allow any conclusions to be drawn about the individual results of individual users.
- 2.5. All personal data will only be stored to the extent and for the duration necessary for the service. Information about and deletion of this data can be requested by the user at any

time and will be carried out by the provider as quickly as possible. The exact regulations can be found in our data protection declaration (available at <https://www.sosafe.de/privacy/>).

3. Registration and its requirements, conclusion of the user contract

- 3.1. Full use of the services requires registration. In order to register, the user must first enter an authentication code commissioned by the respective organization (e.g. the user's employer). In addition, the user must specify his desired language. The indication of the first and last name is optional for the user and only enables the user to personalize his user profile. By sending the completed registration form using the "REGISTER" button, the user creates a user account (hereinafter "**Account**") and submits his offer to conclude the contract for the use of the services. If the provider accepts this offer by displaying an individual password for the user account, a contract for the use of the services is concluded between the user and the provider (hereinafter "**user contract**").
- 3.2. Each user may only register once. One account must be created for each user.
- 3.3. Registration is free of charge. Any costs for the technical use of the services, e.g. for connection costs incurred, shall be borne by the user.
- 3.4. There is no claim to the conclusion of a contract of use. The provider reserves the right to refuse registration without giving reasons.
- 3.5. The data requested during registration must be provided completely and truthfully. If the data changes subsequently, the user is obliged to update the information immediately. Upon request from the provider, the user must confirm the data.
- 3.6. An account is not transferable.

4. Usage authorization

- 4.1. Registration as a user in accordance with item 3 is only permitted for natural persons with unlimited legal capacity. Users must either be 18 years of age at the time of registration or their legal representatives must have consented to their use. Legal entities and partnerships may only be registered by their legal representatives, naming their name.
- 4.2. Registration as a user in accordance with section 3 is only permitted for persons for whom a user license was previously acquired or who themselves have acquired a user license (hereinafter referred to as "user license").

5. Account use, secrecy, sanctions and suspension of the account

- 5.1. The user contracts into:
 - a. not to publish or make available offensive, violent, discriminatory, inhuman or defamatory contents in the services;
 - b. not to publish or make available pornographic or racist content on the Services;

- c. not to publish or make available content on the services that violates youth protection laws or criminal laws;
 - d. not to perform any actions that could block, overload or impair the proper functioning or appearance of the services (e.g. denial of service attacks);
 - e. not to publish or make available untrue or unobjective contents in the services;
 - f. not to publish or make available unauthorized commercial communication (e.g. spam) on the Services;
 - g. not to use automated mechanisms (such as bots, robots, spiders or scrapers) to collect content or information from other users or to access the services in any other way, unless the provider's express prior consent has been obtained;
 - h. not to operate unlawful structural distributors, such as pyramid schemes, in the services;
 - i. not to upload viruses or other malicious code;
 - j. not to obtain login information or access an account owned by another user;
 - k. not to use any legally protected content without being authorized to do so;
 - l. not to collect, use and process data of other users without being authorized to do so.
- 5.2. The provider is entitled to irretrievably delete content that violates the terms of use, that violates the applicable rules of courtesy, etiquette, objectivity and respectful dealings with one another or is otherwise offensive and/or improper. In this respect, the user has no claim to the reinstatement of content that has already been deleted.
- 5.3. The user is obliged to keep the login data, passwords, etc. secret and not to pass on his access data to unauthorized third parties and to log out after each session. Declarations and actions that are made or committed after a login with the user's password and e-mail address may be attributable to the user even if he has no knowledge of them. An attribution takes place in particular if the user intentionally or negligently provides third parties (including family members) with access to the password or the account. The user must inform the provider immediately as soon as he becomes aware that the access data are accessible and known to unauthorized third parties.
- 5.4. In case of a justified suspicion that access data became known to unauthorized third parties, the provider is entitled but not obliged for security reasons to change the access data independently without prior notice or to block the use of the account at his own discretion. The provider informs the user about this immediately and informs new access data on request within a reasonable period of time. The user has no claim to the original access data being restored.
- 5.5. If the user violates the terms of use or legal regulations, the provider can

- a. Modify or delete contents;
- b. terminate the license agreement without notice;
- c. limit the time of the account or block it permanently;
- d. prohibit the user from re-registering under his or another name after deletion of his or her account.

The provider can impose these sanctions without prior notice and without consultation with the user, even against his express will. The provider will inform the user about the corresponding sanctions by email.

- 5.6. The provider may definitively exclude a user from the use of the services (permanent suspension) if he in particular
 - a. has provided incorrect data or has not updated the data as required,
 - b. unauthorizedly transfers his account or
 - c. significantly damages other users or the provider, in particular misuses services of the provider.
- 5.7. A final block is also possible if there is another important reason.
- 5.8. After a user has been blocked, there is no claim to restoration of the blocked account. As soon as a user has been blocked, this user may not log in with another account.

6. Rights of use of the services by the user

- 6.1. The provider grants the user the locally unlimited, revocable, non-exclusive, non-sublicensable and non-transferable right to use the services for the duration of the user contract exclusively for the purpose of using the services to the extent and in accordance with these terms of use. The property rights and copyrights to the services remain exclusively with the provider.

7. Disposability

The provider offers the services subject to availability. The provider endeavours to keep the services always accessible. The possibilities of use may be restricted or temporarily interrupted by maintenance work, further development or malfunctions. This may also result in data loss.

8. Term and termination of the contract of use

- 8.1. The user contract is concluded for an indefinite period of time and ends, without the parties having to terminate, at the end of the term of the respective user license.
- 8.2. The user can terminate the user contract at any time. The cancellation can be made by sending an email to support@sosafe.de

8.3. The provider can also terminate the user contract at any time. This does not affect the right to block an account in accordance with section 5

8.4. The right to terminate the contract for good cause remains unaffected.

9. Guarantee

The legal warranty provisions apply to the services provided by the provider.

10. Limitation of liability of the provider

10.1. Subject to the further provisions of this clause 10 the provider is only liable if and to the extent that the provider, his legal representatives, executives, employees or other vicarious agents are guilty of intent or gross negligence. In the event of the provider's default in payment or the impossibility of performance for which the provider is responsible, as well as in the event of a breach of essential contractual obligations (so-called cardinal obligations), the provider shall, however, be liable for any own culpable conduct or that of its legal representatives, executives, employees or other vicarious agents. Essential contractual obligations are defined abstractly as such obligations, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the user may regularly rely.

10.2. Except in the case of intent or gross negligence on the part of the provider, his legal representatives, executives, employees or other vicarious agents, the liability of the provider is limited in amount to the typically foreseeable damages at the conclusion of the contract.

10.3. The exclusions and limitations of liability regulated in Sections 10.1 and 10.2 above shall not apply in the event of the assumption of express guarantees, in the event of claims for lack of warranted characteristics and for damages resulting from injury to life, body or health as well as in the event of mandatory statutory regulations. Furthermore, the limitations of liability regulated in Section 10.2 shall not apply to claims for interest on arrears, to the lump sum for arrears pursuant to § 288 para. 5 BGB and to compensation for damage caused by arrears, which is based on the costs of legal proceedings, in the event of arrears on the part of the provider.

10.4. Claims under the Product Liability Act shall remain unaffected by the provisions of this 10

11. Exemption

The user indemnifies the provider from all claims of third parties, in particular from claims due to copyright and personal rights violations, which should be raised against the provider in connection with the exercise of the contractual rights, upon first request. The user is also obliged to defend against unfounded claims of third parties with regard to the above-mentioned rights. The user must inform the provider immediately of any impairments of the contractual rights that become known to the user. The provider is entitled to take suitable measures himself to defend against claims of third parties or to pursue his rights. The user must coordinate the user's own measures with the provider in advance. The indemnity also

includes the reimbursement of costs incurred by the provider as a result of legal prosecution/defence. This shall not affect any further claims for damages of the provider. As far as the provider himself is responsible for the infringement, claims against the user are excluded.

12. Set-off and rights of retention

Unless otherwise agreed in individual cases, neither party is entitled to offset claims of another party under this agreement or to assert a right of retention with regard to an obligation arising from the business relationship, unless the claims of the respective party asserting a right to offset or retention are ready for decision and undisputed or have been recognised by the other party or have been established by a final decision of a competent court or arbitration court; this restriction does not apply to synallagmatic, i.e. mutually interdependent claims.

13. Language, Applicable Law, Jurisdiction and Extrajudicial Dispute Resolution

- 13.1. This document is a translation of the original terms of use document, which is written in German. This translation is meant to enable non-German speakers to better understand our terms of use. In case of (unintended) deviation of this translation from the original document, only the original document is binding. The official contract language is German.
- 13.2. These terms of use and the contract of use regulated therein are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.3. If the user is a merchant within the meaning of commercial law, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all legal disputes arising from or in connection with the terms of use shall be the registered office of the provider. In all other respects, the statutory places of jurisdiction shall apply.
- 13.4. The place of performance for entrepreneurs within the meaning of § 14 para. 1 BGB is the registered office of the provider.

14. Changes to these Terms of Use

- 14.1. Changes to these terms of use must be made in writing. There are no subsidiary agreements.
- 14.2. The provider reserves the right to change these terms of use at any time without giving reasons, unless the change is unreasonable for the user. The provider will immediately inform the user about changes to the terms of use by e-mail. If the user does not object to the validity of the amended Terms of Use within a period of four weeks after receipt of the amended Terms of Use, the amended Terms of Use shall be deemed accepted by the user. The provider will separately inform the user of the deadline and its significance in the e-mail announcing the changes.

As of July 2019