

Crewting Terms of service

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1. General

- 1.1 These terms of use apply to the use of the app provided by Crewting GmbH, Proviantbachstraße 1 1/5, 86153 Augsburg (hereinafter "CREWTING") for Microsoft Teams® (hereinafter "App") by registered users (hereinafter "User" or "Organization"). Various services of CREWTING are offered through the app (hereinafter "Features"). Access to Crewting is exclusively online.
- 1.2 The use of the app and the features are governed exclusively by these terms of use in their current version. Deviating, supplementary, or contradictory conditions of the organization are not recognized unless CREWTING expressly agrees to their validity.
- 1.3 The app is available only to legal entities, partnerships, non-profit organizations, and legal entities under public law. There is no entitlement to use the app.
- 1.4 The features can only be used in the respective current version/edition.

2. Use of the App

- 2.1 CREWTING provides the use of the app as Software-as-a-Service with an availability of 98% per calendar month.
- 2.2 CREWTING is entitled to carry out regular maintenance work for a total of 8 hours per calendar month on Saturdays and Sundays between 00:00 and 23:59. The relevant times are in the UTC+1 timezone. Use of the app is not possible or only limited during such maintenance works. All performance specifications mentioned in the contract refer to the app offered for use at the handover point of the data network operated by CREWTING. Impairments in the area of data transmission from this handover point to the user and/or in the area of the user's own IT system are disregarded.

- 2.3 The user undertakes the obligation to report impairments in the use of the app to CREWTING as detailed and promptly as possible to enable effective and efficient error correction. There is no claim to restoration of the app's usability as long as the agreed availability is ensured.
- 2.4 CREWTING grants the user, subject to the following provisions, the simple, non-transferable right to use the app for the duration of the contract. The grant of the right of use is subject to the condition precedent that the user has paid the agreed compensation to CREWTING. It is prohibited for the user to sublicense, license, sell, lease, rent, or otherwise make the platform available to third parties.

3. Registration and (Platform) Features of the App

- 3.1 The use requires the successful installation of the app for Microsoft Teams.
- 3.2 Upon installation of the app, the following data is collected:
 - Name of the Organization
- 3.3 Mandatory information is marked accordingly. CREWTING reserves the right to request further information or documents necessary for the contract relationship or required by legal regulations or by external payment service providers.
- 3.4 The scope of functions of the app and the conditions of use are defined in the service description. The service description is available on the website <https://crewting.com/products/coffee-break> and the Microsoft Teams App Source website and is continuously updated. An overview of the currently valid pricing models is available on the website <https://crewting.com/products/coffee-break>.
- 3.5 In general, the app offers the following features:
 - a) An algorithmic calculation connects Crewters either based on their interests stated during profile creation or on a random basis and autonomously invites them to video meetings.
- 3.6 CREWTING is entitled at any time to change the features provided free of charge, to make new features/functionality available free of charge or for a fee, and to discontinue features/functionality provided free of charge. In doing so, CREWTING will take into account the legitimate interests of the Organization.
- 3.7 The app enables the exchange of data with third-party systems ("Third-party System") via interfaces ("Integrations"). An overview and description of all available integrations can be found on the CREWTING website. CREWTING reserves the right to change the range of integrations, especially if the third-party provider adjusts or discontinues the integration. Integrations provided by third parties are solely their responsibility. The scope of performance and functionality of an integration is primarily determined by the description on the third-party provider's website. The steps necessary for setting up an integration are explained in the app. Integrations may only be used for the intended exchange of data with the explicitly intended third-party systems.

- 3.8 Integrations are not services of CREWTING. CREWTING assumes no liability and warranty for the integrations. To use an integration, the Organization must have the right to use the third-party system to be connected. The Organization is responsible for the operation of the third-party systems, including their availability, in relation to CREWTING.

4. Content Responsibility and Other Obligations of the Organization

- 4.1 CREWTING is not responsible for the content posted on the platform by the Organization. Any potential competition, copyright, trademark, data protection, or other legal violations through these contents are the responsibility of the Organization.
- 4.2 The Organization shall check CREWTING's services for suitability according to the relevant legal and regulatory requirements.
- 4.3 The Organization will not overload CREWTING's services through abusive use and will not misuse the app in any way or allow it to be used by third parties. The Organization will also refrain from attempting, either by itself or through unauthorized third parties, to retrieve information or data without authorization, or to interfere or allow interference with or intrusion into programs operated by CREWTING. The Organization refrains from any action that could impair the smooth operation of the app.
- 4.4 The Organization must take all necessary and reasonable measures to prevent or limit damage caused by the use of the services offered by CREWTING. This includes regular data backup in their area of responsibility, which would be at risk in the event of improper provision of services.
- 4.5 The Organization will support CREWTING in the provision of services to the extent necessary.
- 4.6 CREWTING may, at its discretion, check whether the app is used in accordance with the contractual agreement. The Organization will provide CREWTING with all necessary information upon request.
- 4.7 The Organization must promptly adjust any changes to its data and/or tax circumstances (in particular: address, name, telephone number, email, location, account details) in its account, or if not technically possible, notify CREWTING, e.g., via email at info@crewting.com.

5. Additional Obligations of the Organization Administrator or the Organization

- 5.1 An Organization Administrator is assigned users, and in addition to the general duties as a user, the provisions of this paragraph also apply to each Organization Administrator. Each Organization Administrator manages (usually in the name of the respective organization) the users assigned to them and is administratively responsible for them.
- 5.2 The administrative control over the app installation and management is fundamentally under the respective Organization Administrator or the Organization.

6. Organization Access, Trial Phase, Pricing Models/Compensation, Payment Terms

- 6.1 The use of the app with up to 15 active users is permanently free of charge.
- 6.2 The fee to be paid is based on the conditions valid at the time of contract conclusion of the pricing model chosen by the customer and the number of booked users. For users requiring access to 1000 or more user accounts, CREWTING will provide an individual offer upon request at info@crewting.com.
- 6.3 Regardless of the chosen pricing model, CREWTING grants a 20-day free trial period. The Organization may cancel at any time until the end of the trial period. After the trial period ends without cancellation, the agreed conditions and terms apply.
- 6.4 In case of monthly payment, user accesses can be added at any time. For this contract month, billing for additional user accesses will be prorated for the remainder of the contract month. From the following month, the monthly fee will be adjusted according to the conditions of the pricing model selected by the Organization. Regarding due dates, see paragraph 6.8. A reduction in the number of user accesses is also possible; relevant adjustments (especially regarding the number of user accesses and the amount of the monthly fee) will take effect at the beginning of the following month.
- 6.5 In case of annual payment, user accesses can be added at any time during a contract year. These additional user accesses will be separately billed for the remaining contract year as a one-time payment. Regarding due dates, see paragraph 6.8. A reduction in the number of user accesses is only possible at the end of a contract year.
- 6.6 All prices stated in the app or within the pricing models are in euros (EUR) and include the applicable statutory sales tax.
- 6.7 Payment processing is handled by the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland ("Stripe").
- 6.8 Billing depends on the chosen payment method (monthly or annually). The agreed compensation is to be paid in advance for the contract period. Unless otherwise agreed, payments are due upon contract conclusion.
- 6.9 CREWTING reserves the right to change its payment service provider at any time. The Organization will be informed in writing at least one month before the change.
- 6.10 To compensate for increased personnel and other costs, CREWTING has the right to change the prices and fees for the contractually agreed services. However, such a price change is only permissible twelve months after contract conclusion and only once a year. CREWTING will announce the change to the system user at least six weeks before it becomes effective in text form. If the Organization does not accept the price increase, it has the right to terminate the entire contract with a notice period of one month to the end of the calendar month, provided the price increase exceeds 10% of the previous price. In the event of termination, the prices not increased until the effective date of termination apply.

7. Warranty and Liability

- 7.1 All contents entered by the user via the app are exclusively those of the respective user. CREWTING does not adopt these contents as its own and does not check them without cause.
- 7.2 Regardless of the legal basis, CREWTING is liable for damages to the user that result from an intentional or grossly negligent breach of duty by CREWTING or its vicarious agents, as well as for damages to life, body, or health, and in the case of claims under the Product Liability Act, according to statutory provisions.
- 7.3 Unless something else arises from a guarantee assumed by CREWTING, CREWTING is only liable for damages caused by slight negligence if they are based on the breach of essential contractual obligations without which the achievement of the contract's purpose would be endangered and on the fulfillment of which the Organization may therefore regularly rely (so-called cardinal obligations). In such cases, CREWTING's liability is limited to the replacement of the foreseeable, typically occurring damage.
- 7.4 For the loss of data, CREWTING is liable within the scope of the preceding provisions limited to the typical recovery effort that would have arisen if regular and appropriate data backup had been carried out by the user.
- 7.5 The foregoing provisions apply accordingly for the reimbursement of futile expenses.
- 7.6 The foregoing provisions also apply to the same extent in favor of CREWTING's legal representatives, employees, and vicarious agents.
- 7.7 Claims for damages against CREWTING as well as against employees or agents of CREWTING generally expire one year after they arise. This does not apply to claims for damages that arise from (a) intentional or grossly negligent breaches of duty or (b) from injury to life, body, or health or (c) from the malicious concealment of a defect or the assumption of a guarantee for the condition or (d) under the Product Liability Act.

8. Confidentiality and Data Protection

- 8.1 Neither party is authorized to disclose confidential information of the other party to third parties without explicit consent (at least in text form). This applies to customers with contracts for both free and paid use. All information, whether written down or orally transmitted, that (i) by the nature of the matter is considered confidential or in need of secrecy or (ii) the receiving party must recognize as confidential or in need of secrecy from the circumstances of the transmission, is considered confidential. Confidential information includes, in particular, product descriptions, specifications, and prices. Both parties commit to using confidential information solely for contractually agreed purposes. Both parties will take at least those precautions they would take for their own confidential information. Such precautions must at least be sufficient to prevent disclosure to unauthorized third parties. Furthermore, both parties are obliged to prevent the unauthorized disclosure or use of confidential information by their customers, employees, subcontractors, or legal representatives. The parties will inform each other in writing if there is misuse of confidential information. Excluded from the foregoing

obligation are such pieces of information that (i) were already known to the other party before transmission and without an existing confidentiality agreement, (ii) are transmitted by a third party who is not subject to a similar confidentiality agreement, (iii) become publicly known otherwise, (iv) were developed independently and without using the confidential information, (v) are released for publication in writing, or (vi) must be transmitted due to a judicial or official order, provided that the party affected by the transmission is informed in time to still initiate legal protection measures. The obligation of confidentiality also extends beyond the duration of the contract until twelve months after the effective termination date of the contract.

- 8.2 As far as CREWTING or the Organization processes personal data in the course of providing services, both parties will comply with the applicable data protection laws. For inquiries and concerns regarding data protection, CREWTING can be reached at datenschutz@crewting.com.
- 8.3 The Organization is responsible in the sense of Art. 4 No. 7 GDPR for the processing of personal data within the use of the app. In case the Organization commits a data protection violation in connection with the use of the app or these terms of use (e.g., disclosure of employee data) and CREWTING is held liable, the Organization will indemnify CREWTING from all damages (e.g., costs/fines). The indemnification claim does not exist if the Organization is not responsible for the data protection violation.
- 8.4 In the course of contract fulfillment, it may be necessary for CREWTING to process personal data for which the Organization acts as the controller according to Art. 4 No. 7 GDPR. In the case that CREWTING processes these data on behalf of the Organization as defined in Art. 28 GDPR, the data processing is carried out in accordance with the provisions set out in the terms of use. These conditions include the relevant data protection provisions and explain how CREWTING as a service provider ensures the protection of processed personal data according to legal requirements.

9. Term and Termination

- 9.1 The contract between the Organization and CREWTING is not limited in time unless otherwise agreed. For monthly payment, the minimum contract term is one (1) month; for annual payment, the minimum contract term is one (1) year.
- 9.2 The Organization can cancel at any time with effect for the following month in the case of monthly payment; for annual payment, cancellation is possible with a notice period of thirty (30) days to the end of a contract year. The cancellation must be in text form (§ 126b BGB) to be effective. If the Organization does not cancel at the end of the minimum contract term, the contractual relationship continues indefinitely under the originally agreed conditions.
- 9.3 CREWTING can terminate the contractual relationship at any time in text form (§ 126b BGB) with a notice period of 30 calendar days.
- 9.4 The right of the parties to terminate for cause remains unaffected.
- 9.5 Once a cancellation has taken effect and no open or locked transactions remain and the

user profile has been cleaned up, the user profile will be closed. With the cancellation by the Organization and the deinstallation of the app, all content will be deleted. All documents that CREWTING must retain for legal reasons (e.g., tax or commercial law reasons) are not deleted.

- 9.6 In the event of cancellation by the Organization, all outstanding amounts and invoices become due on the 1st of the following month.

10. Data Backup

- 10.1 CREWTING performs data backups in accordance with the requirements of the GDPR. No further data backups are conducted.

11. Final Provisions

- 11.1 New versions of these terms of use will be communicated to the Organization in text form (e.g., through announcement within the app) and will become part of the contract if the Organization does not expressly object to the new version within one month of receiving the change notification in text form. The significance of their silence will be pointed out to the Organization upon notification of the new version.
- 11.2 The contractual relationship and all legal relationships between CREWTING and the Organization arising in connection with the use of the app are governed by German law, excluding the UN Sales Convention (CISG).
- 11.3 The European Commission provides a platform for online dispute resolution (OS), which can be accessed at <http://ec.europa.eu/consumers/odr/>. CREWTING is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.
- 11.4 If the Organization is a merchant, a legal entity under public law, or a special fund under public law, the seat of CREWTING is the exclusive place of jurisdiction for all disputes arising from these terms of use and the legal relationships/contractual relationships between the Organization and CREWTING under these terms of use.
- 11.5 The contract language is German.