

Translation Notice

This English version is provided as a translation for convenience. The German version under /legal/contracts/agb is the legally binding version.

§ 1

Scope

(1) These General Terms and Conditions (Terms) form part of the contract and apply exclusively. The provider does not accept any terms of the user that conflict with or deviate from the provider's Terms unless the provider has expressly agreed to their validity.

(2) These Terms apply only to entrepreneurs within the meaning of § 14 German Civil Code (BGB).

(3) Upon registration with the provider, the user is informed of the Terms and will confirm the validity of the General Terms and Conditions. They therefore apply comprehensively to the use of the contractual standard software.

§ 2

Subject Matter of the Contract

(1) These contractual terms govern the temporary use of the contractual standard software in the version current at the time the contract is concluded.

(2) The software is provided by the provider as a SaaS or cloud solution. The user may use the executable software stored on the provider's servers or on servers of a third party commissioned by the provider via an internet connection for the duration of the contract.

(3) The platform may include, in particular, functions for managing contacts, communication data, documents, workflows, boards/pipelines, integrations, and AI-supported analysis and assistance functions.

(4) The software license may be acquired only by entrepreneurs within the meaning of § 14 BGB.

(5) If the software was rented through an external service provider (for example digistore24.de), the general terms and conditions specified there apply, and these Terms apply only in addition to the terms of the external provider.

§ 3

Communication Modules

(1) The software may contain functions for processing synchronous or asynchronous communication, in particular calls, meetings, messages, chats, transcripts, summaries, or comparable communication processes.

(2) The specific scope of functions is determined exclusively by the agreed scope of services.

(3) The provider does not owe functions that are merely in testing phases, pilot projects, prerelease versions, or internal descriptions.

(4) The user remains responsible for the lawful use of such functions and for compliance with statutory information, consent, and documentation obligations.

§ 4

Conclusion of Contract, Contract Term

(1) The contract for the provision or use of the software is concluded, depending on the order channel, either (a) by order through an external sales partner/reseller (for example Digistore24) or (b) by acceptance of an individual offer (for example offer/invoice).

Regardless of the order channel, use of the software is possible only after the user has confirmed the then-current Terms and, where applicable, the Data Processing Agreement (AVV/DPA) no later than during the first login to the ConnectWunder backend.

Before confirmation, the user can view and download the documents via clearly visible links. The provider confirms the confirmation of the documents in text form (for example by email with download links to the applicable versions).

(2) The Data Processing Agreement (AVV/DPA) is an annex to these Terms and, where applicable (Art. 28 GDPR), is concluded in text form together with the confirmation of these Terms.

(3) The contract runs for an indefinite period and may be terminated by either party with 14 days' notice to the end of a month.

(4) Minimum terms remain unaffected if expressly agreed.

(5) The user has no claim to appropriate, effective, and accessible technical means for correcting input errors during ordering, to the provision of statutory information in electronic commerce under § 312i para. 1 no. 2 BGB, or to immediate confirmation of receipt of the order. To the extent such means or information are provided, this is done without acknowledging any legal obligation.

§ 5

Payment

(1) The remuneration is based on the package booked by the user or the agreed scope of services (for example through a reseller such as Digistore24 or based on an individual offer). The prices and conditions shown at the time the contract is concluded or the booking is made are decisive. The remuneration may consist of base fees, setup fees, credit-based components, additional modules, or usage-based fees.

(2) Unused credits expire at the end of the respective billing period unless otherwise agreed.

(3) This and all other prices of the provider are stated in euros and are net amounts plus VAT where applicable.

(4) Payment of ongoing remuneration is made via the agreed payment method.

(5) If the user is in default of payment, the user is obliged under § 288 BGB to pay default interest and the statutory lump-sum damages provided there.

(6) If the user is in default of payment, the provider may exercise a right to refuse performance by temporarily blocking the user's access to the software. In this case, the user remains obliged to pay the fee despite the blocked access. If the statutory requirements under § 543 BGB are met, the provider may also terminate the contract without notice due to payment default.

(7) The provider is entitled to exercise a right of retention for all claims arising from the business relationship with the user.

§ 6

Availability of the Software, Force Majeure

(1) The provider is obliged to make the software permanently available to the user at the router exit of the data center in which the server with the software is located ("handover point"). The provider's service includes the software in its current version, the computing power required for its use, and the necessary storage space on a server accessible via the internet, including dial-in logistics for the user. The provider does not owe the data connection between the user's IT systems and the handover point defined above.

(2) The provider is entitled to temporarily restrict or fully block use of the site, in particular for maintenance, care, and improvement, as well as for other reasons required for the provider's or the software's operations. The provider will take the average interests of users into account as far as possible (for example when determining maintenance times). In the case of urgent disruptions, the provider is also entitled to remedy faults during normal business hours.

(3) The user should notify the provider of functional outages or disruptions of the software as quickly and precisely as possible.

(4) If the provider is unable to provide the service due to force majeure, the provider's obligation to provide the service is suspended for as long as the impediment continues.

§ 7

Service Provision, Support

(1) The user may obtain help from the provider in using the software (support). This is initially provided through the FAQ, help function, and support functions provided within the software (for example web chat / ConnectWunder Assistant / command "/support"). The user may also contact the provider electronically at support@yonju.de if the user has questions about use and functionality beyond the FAQ and help resources.

(2) The user is entitled only to the support services actually offered by the provider at the relevant time.

(3) The provider may make support dependent on sufficient authentication of the customer.

(4) To the extent the provider provides electronic support, the user permits the provider access to all of the user's system components at any time for support purposes. The provider provides any necessary remote-access connection and the associated effort free of charge. The user is not entitled to assert own costs against the provider in connection with the remote-access connection and the provision of support, such as connection or administrator costs, time spent, etc.

§ 8

Updates

(1) The provider continuously develops the software and its services. Improvements and updates to the standard software within the scope of the existing functionalities and in adaptation to changed legal and technical conditions are voluntarily made available to the user automatically as part of the provision.

(2) The user has no claim to specific improvements (unless the software is or becomes defective) or to a specific schedule of measures.

(3) In particular, the user has no claim to further developments with additional functions. The provider may make use of such functions dependent on an amendment to the contract, in particular an adjustment of remuneration.

§ 9

Prohibited Uses

- (1) The user is prohibited from using the cloud software excessively or in a spam-like manner. The user must take all precautions that exclude unlawful, spam-like, or otherwise excessive use.
- (2) The user is prohibited from infecting or contaminating the software or the servers on which it runs with harmful code (computer viruses, worms, trojans, etc.) or negligently enabling such use.
- (3) Transfer, subletting, sublicensing, or any other resale of the software by the user is not permitted unless expressly agreed.

§ 10

User Obligations, Cooperation

- (1) The user is obliged to provide all data required for the contract completely and truthfully. The obligation to provide truthful information relates in particular to the company, first and last name, full address, contact options, and bank details. If the user provides false information, the provider may terminate the contract without notice for good cause.
- (2) The user is obliged to keep the user's data up to date at all times and to notify the provider of changes without undue delay.
- (3) The user receives access credentials to the software from the provider. The purpose of the access credentials is to prevent unauthorized persons from using the hosted software. The user must protect these access credentials against unauthorized access by third parties and change them at regular intervals for security. The user may store usernames and passwords digitally only in a securely encrypted manner.
- (4) After repeated incorrect entry of the access credentials, access may be blocked to protect the user. If the user is responsible for this blocking, the user is liable for the costs and expenses incurred by the provider in reactivating access within the scope of the contractually agreed or customary and reasonable costs.
- (5) The user is obliged to notify the provider without undue delay if the user becomes aware that third parties have access to the user's access credentials or have otherwise obtained access to the user's profile. If the user does not notify the provider without undue delay, the user is obliged to compensate the provider for any resulting damage.
- (6) The provider backs up the user's data on the server for which the provider is responsible and regularly on an external backup server.
- (7) The user is responsible for the lawful use of connected third-party platforms, the administration of the user's own user accounts and permissions, and compliance with statutory requirements when processing communication data. This applies in particular to required consents, information obligations, or other legal bases vis-a-vis third parties.

§ 11

Automations / Data Transfers

- (1) The software may contain functions by which data is automatically processed, synchronized, or transmitted to the user's systems or to third-party providers connected by the user (for example external software, integrations, CRM systems, or platforms). Transmission occurs exclusively within the scope of the connections and configurations set up by the user.
- (2) The user is obliged to review automated processes independently and configure them

properly before use.

(3) The user remains responsible for the content, recipient, timing, and legal permissibility of automated transfers or triggered actions.

(4) To the extent permitted by law, the provider is not liable for malfunctions or damages caused by incorrect configurations, inaccurate inputs, or external systems.

§ 12

Warranty

(1) The provider warrants the software in accordance with the applicable statutory provisions unless otherwise provided below. The provider provides warranty only within the scope of the characteristics of the software offered and described by the provider. The provider does not warrant that the software corresponds to the user's interests or operational particularities unless corresponding advice or other fault by the provider exists.

(2) Any strict liability of the provider for initial defects under § 536a BGB is excluded. The provider is liable for initial defects only if the provider knew or should have known of the defect and did not inform the user accordingly.

(3) The user has no claims for defects if the software does not function properly because the user uses it under deployment conditions not agreed, in a system environment not agreed, or otherwise in breach of § 8 of this contract, or because the user or third parties have adversely modified it and this is responsible for the defect.

(4) The user is obliged to report any defects in a traceable and detailed manner. In particular, the user must state the work steps that led to the defect, its manifestation, and its effects.

(5) If the user reports a defect even though the user is responsible for the malfunction, the provider is entitled to charge the user the costs of the support provided at the provider's then-current consulting rates (EUR 350 excluding VAT per commenced hour), or alternatively based on the customary and reasonable costs for such support service.

(6) Defects are remedied during the provider's business hours by free correction of the software. The provider is entitled to a reasonable period for this.

(7) The user is obliged to support the provider in remedying defects to a reasonable extent.

(8) The user's claims for material defects and/or defects of title become time-barred one year after delivery of the software. This does not apply if the provider has acted intentionally or with gross negligence, or if the defect has injured the user's life, body, liberty, or health.

§ 13

Liability

(1) The provider is liable, regardless of legal basis, without limitation in amount for intentional or grossly negligent conduct, culpable injury to life, body, or health, breach of the Product Liability Act, or a guaranteed characteristic.

(2) In the event of a slightly negligent breach of non-essential contractual obligations, the provider is not liable. In the event of a breach of non-essential contractual obligations, the provider's liability is limited to compensation for the typical damage foreseeable at the time the contract was concluded. Essential contractual obligations are obligations that protect legal positions of the user that are essential to the contract and that the contract, according to its content and purpose, is intended to grant to the user, as well as obligations whose fulfillment is necessary for the proper performance of the

contract and on whose compliance the user may regularly rely.

(3) Otherwise, the provider's liability, regardless of legal basis, is excluded. This limitation of liability also applies for the benefit of the provider's employees and staff, as well as its agents, vicarious agents, and subcontractors. The foregoing provisions do not reverse the burden of proof.

(4) Content published by users on the provider's website or within the provider's platform is not checked by the provider for lawfulness, accuracy, or completeness and does not represent the provider's opinion. The provider is not responsible for third-party offers and content.

§ 14

AI-Supported Functions

(1) The software may contain functions based on artificial intelligence methods, automated analyses, or algorithmic evaluations.

(2) The provider does not owe the factual accuracy, completeness, or suitability of content, recommendations, evaluations, or results generated by such functions.

(3) The user is obliged to independently review all results generated by AI-supported functions before using them.

(4) To the extent permitted by law, the provider is not liable for decisions, measures, or omissions of the user made on the basis of AI-generated content.

§ 15

Provider Copyrights, Licenses

(1) The provider grants the user, for the duration of the contract, the non-exclusive, non-transferable, and non-sublicensable right to use the contractual software.

(2) Unless permitted by law, the user is in particular prohibited from:

- translating, editing, combining, or otherwise modifying the software; this also applies to the associated documentation;
- decompiling, imitating, or reverse-engineering the software;
- reproducing the software or documentation except to the extent necessary for contractual rental use;
- removing, altering, or obscuring trademarks, copyright notices, or other proprietary notices of the provider on the software.

(3) The data of the user collected, processed, and generated by the software is stored on the provider's servers. The user remains the sole owner of the data. In this respect, the provider is only a processor.

§ 16

Data Protection

(1) Contract data is collected for the contract in accordance with Art. 6 para. 1 lit. b GDPR (for example name, address, email address, services used if applicable, and all other electronic or stored data required for performance of the contract), to the extent required for establishing, structuring, or amending this contract.

(2) Contract data is passed on to third parties only to the extent necessary for performance of the contract (Art. 6 para. 1 lit. b GDPR), where this corresponds to an overriding interest in effective performance (Art. 6 para. 1 lit. f GDPR), where the data subject has consented (Art. 6 para. 1 lit. a GDPR), or where another statutory permission exists. The data is not transferred to a country outside the EU unless the EU Commission has determined

comparable data protection, consent exists, or standard contractual clauses have been agreed with the third-party provider.

(3) Data subjects may at any time request information free of charge about the personal data stored. They may at any time request correction of inaccurate data (including completion), restriction of processing, or deletion of their data. This applies in particular if the processing purpose has ceased, required consent has been withdrawn and no other legal basis exists, or the data processing is unlawful. The personal data will then be corrected, blocked, or deleted without undue delay within the statutory framework. There is at any time the right to withdraw consent granted for processing of personal data. This may be done by informal notice, for example by email. The withdrawal does not affect the lawfulness of processing carried out until that time. Transfer of the contract data in machine-readable form may be requested. If a legal violation is feared as a result of data processing, a complaint may be lodged with the competent supervisory authority.

(4) The data generally remains stored only as long as required by the purpose of the respective data processing. Further storage may be considered in particular if this is still necessary for legal enforcement or legitimate interests, or if there is a legal obligation to retain the data (for example tax retention periods, limitation periods).

(5) The user permits the provider to reproduce the data entered by the user to the extent necessary to provide the services owed under this contract. The provider is also entitled to store the data on a failover system or separate failover data center. To remedy disruptions, the provider is further entitled to make changes to the structure of the data or the data format.

(6) To the extent personal data is processed on behalf of the user, the Data Processing Agreement concluded between the parties applies in addition.

§ 17

Return of Data After Contract End

(1) After termination of the contract, the user may request return of the contractual data in a customary market format within a reasonable period, unless statutory retention obligations prevent this.

(2) After expiry of the period, the provider is entitled to delete the data within the statutory framework.

(3) Further support services for data migrations or special exports require a separate agreement and may be remunerated separately.

§ 18

Mediation

(1) In the event of disputes arising from the business relationship between provider and user, the parties are obliged to seek an amicable solution. If no agreement is reached, they undertake to resolve their differences through mediation before taking legal action. The possibility of urgent proceedings by way of interim legal protection remains unaffected. A mere failure to pay remuneration without substantiated objections by the user is not a dispute within the meaning of this mediation clause.

(2) If one party requests mediation from the other party, both parties are obliged to agree on a mediator within eight days. If no agreement is reached within this period, an attorney mediator, primarily one offering online mediation, shall be bindingly appointed for the parties upon application by one party by the president of the bar association or a representative at the provider's registered office. This is also the place of mediation unless the bar association's executive office proposes online mediation. The mediation language is German unless all participants agree on another language.

(3) Legal action (or an alternatively agreed arbitration procedure, where applicable) is admissible only after mediation has failed because (a) the parties mutually declare the mediation ended, (b) one party refuses further negotiations after the first mediation session, (c) the mediator declares the mediation failed, or (d) no agreement is reached within three months after the first mediation session begins, unless the parties mutually extend the deadline.

(4) The costs of unsuccessful mediation are borne internally in equal shares by the parties vis-a-vis the mediator. Irrespective of this rule in relation to the mediator, the parties remain free to seek reimbursement of these costs and any accompanying legal advice as legal enforcement costs in subsequent proceedings; the respective dispute decision then applies. If an agreement is reached, the cost rule agreed therein applies.

§ 19

Place of Jurisdiction, Applicable Law

(1) The place of performance is the provider's registered office.

(2) For all present and future claims arising from the business relationship with a user who is an entrepreneur within the meaning of § 14 BGB, the exclusive place of jurisdiction is Germany. The same place of jurisdiction applies if the user has no general place of jurisdiction in Germany, relocates the user's domicile or habitual residence outside Germany after conclusion of the contract, or if the user's domicile or habitual residence is unknown at the time proceedings are initiated. However, the provider is entitled at any time to sue the user also at the user's business seat or any other permissible place of jurisdiction.

(3) All legal relationships between the parties are governed exclusively by German law.