

General Terms and Conditions of Business

that

valido GmbH

Steinacher road 6-10

90427 Nuremberg-Boxdorf

Phone: +49 (0)911 / 93 02 - 300

Fax: +49 (0)911 / 93 02 - 623

E-mail: info@valido-consult.com

(hereinafter "Provider")

for using the Max-Toolbox

1 General provisions and subject matter of the service

1.1 The provider offers his customers the MAX-Toolbox developed by him for internal company communication and employee management. The MAX-Toolbox is available as app and as desktop version (when "SOFTWARE" is used in the following, both the app and the desktop version are meant). The specific scope of services depends on the packages booked by the customer.

1.2 These General Terms and Conditions (GTC) apply to all contracts between the provider and his customers. Deviating general terms and conditions, which are used by the customer, are expressly not recognized by the provider - subject to express consent.

2. conclusion of contract exclusively with entrepreneurs

The services offered by the provider are directed exclusively at entrepreneurs within the meaning of § 14 BGB (natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity) and freelancers. No contracts are concluded with consumers within the meaning of § 13 BGB.

3 Subject matter of the contract (software transfer)

3.1 The subject matter of the contract is the temporary transfer of the SOFTWARE developed by the provider. The SOFTWARE can be used as an app or as a desktop version. The provider provides the customer with the current version of the SOFTWARE for a fee for the duration of the concluded contract. For this purpose the customer can set up / install the SOFTWARE on his mobile and stationary devices. For an additional fee, the customer can instruct the provider to set up the SOFTWARE (setup); details and prices can be found in the service overview.

3.2 The current functional scope of the SOFTWARE results from the respectively valid service description for the respectively booked service package. This is made available to the customer prior to conclusion of the contract. Individual service enhancements can be agreed upon if necessary.

3.3 The provider provides the services in accordance with the respective state of the art. The provider shall immediately eliminate all software errors in accordance with the technical possibilities. An error exists if the SOFTWARE does not fulfill the functions specified in the service description, delivers faulty results or otherwise does not function properly, so that the use of the SOFTWARE is impossible or restricted.

4 Rights to use the SOFTWARE

4.1 The provider grants the customer the non-exclusive and non-transferable right to use the SOFTWARE for the duration of the contract and in accordance with the booked package.

4.2 The customer may only process the SOFTWARE if this is covered by the intended use of the SOFTWARE according to the current service description.

4.3 The customer may only copy the SOFTWARE if this is covered by the intended use of the SOFTWARE according to the current service description.

4.4 The customer is not entitled to make the SOFTWARE available to third parties for use against payment or free of charge. The customer is expressly prohibited from subletting the SOFTWARE. The intended passing on to employees is permitted within the scope of the booked service package.

5. allocation of storage space

5.1 The provider may provide the customer with a certain amount of storage space on a server for storing his data. The maximum storage capacity results from the booked service package or is agreed individually.

5.2 The provider ensures that the stored data can be accessed via the Internet.

5.3 The customer is not entitled to transfer part or all of the storage space to a third party for use, whether for payment or free of charge.

5.4 The customer undertakes not to store any content on the storage space whose provision, publication or use violates these GTC, applicable law or agreements with third parties.

5.5 The provider is obliged to take appropriate precautions against data loss and to prevent unauthorised access to the customer's data by third parties. For this purpose, the provider will make daily backups and install state-of-the-art firewalls.

5.6 In any case, the customer remains the sole owner of the data and can therefore demand the surrender of individual or all data at any time.

5.7 Upon termination of the contractual relationship, the provider will immediately surrender to the customer all data stored on the storage space allocated to him.

5.8 The customer may choose to surrender the data either by handing over data carriers or by transmission via a data network. The customer has no right to receive the SOFTWARE suitable for the use of the data.

5.9 The provider has neither a right of retention nor the statutory lessor's lien (§ 562 BGB) with regard to the customer's data.

6th Support

Application or software problems are handled by the provider within the scope of support. Support services are to be requested for the purpose of the fastest possible processing via the communication channels provided for this purpose on the website of the provider (usually e-mail and telephone). Support requests are processed chronologically during regular business hours, in the order in which they are received by the provider.

7. interruption / impairment of accessibility

7.1 Adjustments, changes and additions to the contractual services as well as measures which serve to determine and rectify malfunctions will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.

7.2 The basic functions of the contractual SOFTWARE are monitored daily. The maintenance of the SOFTWARE is basically guaranteed from Monday to Friday 09:00 - 18:00. In case of serious errors - the use of the SOFTWARE is no longer possible or seriously restricted - the maintenance is carried out within 3 hours after knowledge or information by the customer. The supplier will immediately inform the customer of the maintenance work and carry out the technical conditions in the shortest possible time. If it is not possible to correct the error within 12 hours, the provider will inform the customer by e-mail within 24 hours, stating the reasons and the period of time that can be expected for the correction of the error.

7.3 The agreed services shall be available for an annual average of 97.5%, including maintenance work, but availability may not be impaired or interrupted for more than two consecutive calendar days.

8. integration of third-party modules

Our applications are able to integrate services, platforms and functions of third party companies. Various interfaces (e.g. to WhatsApp, Facebook, Dropbox, etc.; hereinafter "third-party modules") are available within the application. We would like to point out that these are applications from third party companies. We cannot guarantee that the linked applications will function without errors. Please note that when using third-party modules, data can be exchanged between the application and the third-party module. The data protection and contractual provisions of the third-party module providers also apply here. We have no control over how these third parties handle your information once it has been transferred.

9. obligations of the customer and extraordinary termination

9.1 The customer undertakes not to store any illegal content that violates the laws, official requirements or the rights of third parties on any storage space made available.

9.2 The customer is obliged to prevent unauthorized access to the protected areas of the SOFTWARE by appropriate precautions.

9.3 Irrespective of the provider's obligation to back up data, the customer himself is responsible for entering and maintaining the data and information required to use the SOFTWARE.

9.4 The customer is obliged to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.

9.5 The contents stored by the customer on the storage space intended for him may be protected by copyright and data protection laws. The customer hereby grants the provider the right to make the contents stored on the server accessible to the customer during his queries via the Internet and, in particular, to reproduce and transmit them for this purpose and to be able to reproduce them for the purpose of data backup.

9.6 In the event of violations of this clause, the provider is entitled to block the customer account and in serious cases to terminate the contract without notice. The respective sanction measure is at the discretion of the provider and depends on the type, severity and duration / number of violation(s).

10. remuneration

10.1 The customer undertakes to pay the provider the agreed monthly fee plus statutory VAT for the provision of the SOFTWARE and the provision of storage space. Unless otherwise agreed, the remuneration is based on the price list of the provider valid at the time the contract is concluded.

10.2 The customer must raise objections to the billing of the services provided by the provider within a period of eight weeks after receipt of the invoice in writing at the office indicated on the invoice. After expiry of the aforementioned period, the invoice shall be deemed to have been approved by the customer. The provider will specifically inform the customer of the importance of his behaviour when sending the invoice.

11. warranty for defects / liability

11.1 The provider guarantees the functionality and the operational readiness of the SOFTWARE according to the regulations of this contract.

11.2 In the event that the Provider's services are used by unauthorized third parties using the Customer's access data, the Customer shall be liable for any resulting fees within the scope of civil liability until receipt of the Customer's order to modify the access data or report the loss or theft, provided that the Customer is at fault for the access of the unauthorized third party.

11.3 The provider is entitled to immediately block the storage space if there is reasonable suspicion that the stored data is illegal and/or violates the rights of third parties. A justified suspicion of an illegality and/or an infringement exists in particular if courts, authorities and/or other third parties inform the provider of this. The provider has to inform the customer of the block and the reason for this immediately. The block shall be lifted as soon as the suspicion is invalidated. The customer is responsible for invalidating the suspicion.

11.4 The provider is liable without limitation for damages caused intentionally or negligently from injury to life, body or health by the provider, his legal representatives or vicarious agents.

11.5 The Provider shall only be liable for slight negligence if one of the essential contractual obligations has been violated by the Provider, his legal representatives or executive employees or vicarious agents. The provider is only liable for foreseeable damages, the occurrence of which must typically be expected. Essential contractual obligations are such obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfilment of which the customer may rely.

11.6 In all other respects, the liability of the provider is excluded. This exclusion of liability also applies to the vicarious agents and legal representatives of the provider.

12 Term and termination

12.1 Duration of the contract and periods of notice result from the respectively valid service description for the respectively booked service package. This is made available to the customer prior to conclusion of the contract.

12.2 The right of each contracting party to terminate the contract without notice for important reasons remains unaffected. The provider is especially entitled to terminate without notice if the customer fails to make due payments despite a reminder and setting a grace period or violates the contractual provisions on the use of the SOFTWARE. In any case, termination without notice presupposes that the other party receives a written warning and is requested to eliminate the alleged reason for termination without notice within a reasonable period of time.

13 Data protection and secrecy

13.1 The customer himself is responsible for the declarations of consent required by the provisions of data protection law by his customers and his contractual partners.

13.2 The provider undertakes not to disclose or otherwise exploit any confidential transactions, in particular the customer's business or trade secrets, which come to its knowledge in the course of the preparation, execution and performance of this contract. This applies to any unauthorized third parties, i.e. also to unauthorized employees of both the provider and the customer, insofar as the passing on of information is not necessary for the proper fulfilment of the contractual obligations of the provider. In cases of doubt, the Provider shall obtain the Customer's consent prior to such disclosure.

13.3 The provider undertakes to agree with all employees and subcontractors employed by him in connection with the preparation, execution and fulfilment of this contract a provision of the same content as described in paragraph 2 above.

14 Final clauses

14.1 The contracts concluded between the provider and the customer are subject to the substantive law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

14.2 If the customer is a merchant or does not have a general place of jurisdiction in Germany, the parties agree that the place of jurisdiction for all disputes resulting from this contractual relationship is the registered office of the provider. Sentence 1 does not apply if an exclusive place of jurisdiction is established for the dispute.

14.3 The provider is entitled to amend these GTC for objectively justified reasons (e.g. changes in jurisdiction, legal situation, market conditions or corporate strategy) and within a reasonable period of time. Existing contractual partners will be notified of this by e-mail at least two weeks before the change takes effect. If the existing contractual partner does not object within the period set in the notification of change, his consent to the change shall be deemed to have been given. Notification of the intended amendment of these GTC will indicate the period and consequences of the objection or its absence.

14.4 Should provisions of these GTC be or become invalid in whole or in part, the remaining provisions shall remain unaffected.

Status: February 2018

Data protection at a glance

We offer the software "Max-Toolbox" (hereinafter "Software"). The software is used for digital communication within a company. This software can be used as an app or as a desktop version. In the following, "software" refers to both the app and the desktop version.

The following notes provide a simple overview of what happens to your personal data when you use our software. Personal data are all data with which you can be personally identified. Detailed information on the subject of data protection can be found in our data protection declaration listed under this text.

Who is responsible for data collection?

Data processing when using our software is carried out by

valido GmbH

Steinacher road 6-10

90427 Nuremberg-Boxdorf

Phone: +49 (0)911 / 93 02 - 300

Fax: +49 (0)911 / 93 02 - 623

E-mail: info@valido-consult.com

and by the company owner who has booked the software for their company.

How do we collect personal information?

On the one hand, personal data is collected by you giving it to us yourself (e.g. in the registration form). Other data is automatically collected when our IT systems use our software. For example, it is possible to analyze how many ideas and suggestions for improvement were submitted by the employees of a company. Details can be found in the data protection declaration under III.

What rights do you have regarding your data?

You have the right to receive information about the origin, recipient and purpose of your stored personal data free of charge at any time. You also have the right to request the correction, blocking or deletion of this data. For this and other questions on the subject of personal data, you can contact the person responsible for data processing at any time. You also have the right of appeal to the competent supervisory authority.

Is the transmission of your data encrypted?

Yes. Our services use encryption. This is to prevent unauthorized persons from accessing your data.

Data protection declaration

CONTENTSOVERVIEW

- I. General notes and mandatory information
- II. collecting data when using our software
- III Additional data collection when using our app

DETAILS

I. General notes and mandatory information

This data protection declaration explains data processing when using the "Max-Toolbox" software (hereinafter "software").

We treat your personal data confidentially and in accordance with the statutory data protection regulations and this data protection declaration. We point out that data transmission on the Internet (e.g. communication by e-mail or chat) can have security gaps. A complete protection of data against access by third parties is not possible.

Responsible body

The responsible office for data processing when using the software is valido GmbH, Steinacher Straße 6-10, 90427 Nürnberg-Boxdorf, Phone: +49 (0)911 / 93 02 - 300

Fax: +49 (0)911 / 93 02 - 623, e-mail: info@valido-consult.com and the company that books our software for its employees.

Responsible body is the natural or legal person who alone or together with others decides on the purposes and means of processing personal data (e.g. names, e-mail addresses, etc.).

Contract for order processing

We have concluded a contract for order processing / order data processing with the customer of this software and fully implement the strict requirements of the German data protection authorities.

Revocation of your consent to data processing

Certain data processing processes may only be possible with your consent. We will expressly obtain these from you prior to the start of data processing. You can revoke this consent at any time. All you need to do is send us an informal e-mail. The legality of the data processing processes carried out up to the revocation remains unaffected by the revocation.

Right of appeal to the competent supervisory authority

You are informed that you have a right of appeal to the responsible supervisory authority in the event of data protection violations. The responsible supervisory authority for data protection issues

is the data protection officer of the federal state in which our company has its headquarters. A list of data protection officers and their contact details can be found on the following link:

https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/addresses_links-node.html

Right to data transferability

Users have the right to have data which we process automatically on the basis of their consent or in fulfilment of a contract handed over to themselves or to another person responsible in a common, machine-readable format. If the users request the direct transfer of the data to another person responsible, this will only take place if it is technically feasible.

Encryption and security

Our services use encryption. This is to prevent unauthorized persons from accessing your data.

Our security mechanisms meet the requirements of the ISO 27001 standard. This is an international standard that specifies the requirements for setting up, implementing, maintaining and continuously improving a documented information security management system. The servers are maintained directly by us.

Information, blocking, deletion

Users have the right to free information about their stored personal data, their origin and recipients and the purpose of data processing and, if necessary, a right to correction, blocking or deletion of this data at any time within the scope of the applicable legal provisions. Users can contact us at any time at the address given in the imprint if they have any further questions on the subject of personal data.

Legal basis of the processing

The processing of personal data in the context of the use of the software is based on Art. 6 Para. 1 lit b with respect to our contractual partner. DSGVO (contract).

With respect to employees of the Purchaser of the software whose data are recorded, the data processing is based on Art. 6 para. 1 lit f DSGVO. The customer of the application (company owner) has a legitimate interest in effective company management and communication. At the same time, we have a legitimate interest in the effective provision of our services.

This does not unduly restrict the interests of our contractual partner's employees, as mainly company-related information is exchanged via the applications. The application is therefore most comparable to e-mail and telephone communication in the company, so that the interests or fundamental rights and freedoms of employees do not prevail.

storage time

Your personal data will be stored on our servers as long as the contract with the customer of our software is running. After termination of the contract, your personal data will be deleted, provided that there are no legal deletion obligations to the contrary.

Changes to this data protection declaration

We reserve the right to change these data protection regulations at any time in compliance with legal requirements.

II. collecting data when using our software

Data collection in the context of the use of the application

When using the software, personal data that the user himself or his employer / colleagues have entered is stored on our servers located in Germany. This includes the following data in particular

Name

E-Mail

Position in the company

Team affiliations and position

Vacation days, dates, events and other data from calendars, provided that these are synchronized with the application

image (optional)

Telephone number

The data collected in this way is used exclusively for software applications.

statistics tool

Our statistics tool can be used to analyze internal processes that were carried out using the application. For example, it is possible to analyze how many ideas and suggestions for improvement were submitted or from which area, broken down to each employee and which implementation quotas with potential for savings were generated. Further functions of the statistics tool can be viewed on our website.

There is no external marketing of employee data.

Push News

Our software is able to send you so-called push notifications. This is information that can be displayed on your computer even if the app or desktop application is not open.

Push messages are only sent to inform you of relevant internal company events. Employees can, for example, be informed whether their project has been approved or rejected. If questions arise in the project group or a status change occurs, the project members are also immediately informed by means of a push message.

To be able to send the push messages to the right people, the people must be categorized accordingly. As a user, you, too, may therefore be classified into certain categories.

In order to send push messages to your mobile device, we have to store the device key of your device.

Integration of third-party modules

Our software may integrate external services, platforms and functions of third parties. Various interfaces (e.g. to Whatsapp, Facebook, Dropbox, etc. - hereinafter referred to as third-party modules) are available for this purpose. These can be used in conjunction with our software.

Please note that these third-party applications are not our applications. We cannot guarantee that the linked applications will function without errors.

Please note that when using third-party modules, data can be exchanged between the software and the third-party module. The data protection and contractual provisions of the third-party module providers also apply here. We have no control over how these third parties handle your information once it has been transferred. Claims under data protection law must therefore also be asserted against the third party provider.

III Additional data collection when using our app

The following section also applies to the use of our app. The app collects basically the same data as the desktop application. In this respect, reference can be made to the general data protection declaration. In addition to this, the following explanations also apply when using the app:

Access rights of the app

To provide our software via the app, we need the access rights listed below, which allow us to access certain functions of your device.

- (1) Location data
- (2) Contacts in your contact list
- (3) Photos, videos, other files
- (4) Camera
- (5) Device key
- (6) Device identification
- (7) Mobile phone microphone for audio communication
- (8) IP address

The data collected in this way is used exclusively for software applications.

Status: February 2018