

## Terms & Conditions

for the online platform [www.hologram.tools](http://www.hologram.tools)

(Contact: support@hologram.tools)

&

the web application app.hologram.tools

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### 1 Scope of application

These General Terms and Conditions (hereinafter referred to as GTC) of [www.hologram.tools](http://www.hologram.tools), Hologram AG, Bösch 65, CH 6331 Hünenberg, (hereinafter referred to as the Provider) - apply to all contractual agreements concluded between the Provider and business customers via the above-mentioned online platform (hereinafter referred to as the Administration Portal/Provider) and via the associated web application (hereinafter referred to as the App). By registering or purchasing the services, the customer (iF user) confirms their agreement with these contractual terms and conditions. These GTC apply to all services provided by the Provider and are binding for all current and future business transactions between the User and the Provider. Amendments and supplements to the GTC as well as verbal agreements that deviate from the content of these GTC shall only become effective upon written confirmation by the Provider. The Provider expressly objects to any general terms and conditions of the User. General terms and conditions submitted by the user that deviate from these GTC shall not be valid unless their validity has been expressly agreed to in writing.

The contractual terms and conditions as well as all legal provisions and information on the services provided by the provider are available on the provider's website at all times and can be printed. If these are not available at any time, the provider will send a copy to the e-mail address provided by the user on request.

Future amendments to the contractual terms and conditions can be accessed at any time on the website listed above. Amendments announced and published at the time of conclusion of the contract, but which only come into force at a later date, are also part of these contractual terms and conditions and also apply to the user when they come into force.

Insofar as gender-specific terms are used in these terms and conditions for reasons of simplification, all genders are always meant.

### 2 Contract language

The contract language is German. All other information and transactions are offered in German.

### 3 Object of the company

3.1

The Provider provides the User with services in the form of an online platform (administration portal) and web applications (app), with which the User can subscribe to various marketing and automated customer loyalty tools as well as various administration and productivity tools. A detailed description of the services offered by the

Provider can be found in the Provider's terms of use, which can be accessed and printed on the Provider's website mentioned above. These are also stored and available in the provider's app.

### 3.2

The User's acceptance of the Terms of Use is implied by registering to use the -Administrative Portal- or -if applicable- to use the App or by opening, using or accessing the Services and Functions.

## 4 General regulations

### 4.1

By registering, each user confirms that they agree with and accept the privacy policy. The privacy policy is available for printing on the provider's website, which can be accessed via the link above.

### 4.2

All rights and obligations of Provider arising from the business relationship may be freely assigned by Provider to an entity affiliated with Provider in connection with a merger, acquisition, reorganization or sale of assets, by operation of law or otherwise, and Provider may transfer User Information to an entity affiliated with Provider or to a successor entity, but only in accordance with applicable legal data protection requirements.

### 4.3

Registration is only possible for users who have reached the age of 18.

### 4.4

The user acknowledges and agrees that e-mail messages may be sent to the e-mail address provided by the user during registration.

### 4.5

Notifications to the provider in connection with these GTC must be sent in writing to the e-mail address or postal address of the head office given above.

### 4.6

The user will be informed of changes to these terms and conditions in writing by e-mail - The changes can only be rejected if the services are significantly reduced. - There is no right of refusal in the case of an upgrade of services or functionality, provided this does not involve additional costs. This also applies to changes that do not affect any rights or obligations.

## 5 Registration procedure

### 5.1

In order to use the provider's administration portal, you must register for the services and provide confirmation by entering your personal data in the registration form. The GTC must be accepted as part of this process. Use of the app is only possible and permitted after registration and acceptance of the provider's terms of use. For this purpose, the correct data (name, address, telephone number, email address, etc.) must be entered and updated in the event of subsequent changes. The provider reserves the right to terminate your use of the services if it is determined that the information you have provided is not complete or correct.

### 5.2

You may not use the Services for any illegal or unauthorized purpose. You may not violate any laws in your jurisdiction (including but not limited to copyright, spam or trademark laws) when using the Service.

### 5.3

You are responsible for compliance with all applicable local, state, national and foreign laws regarding your use of the Service. You shall not violate any applicable laws or regulations, post or transmit any material in violation of any applicable local law, use the Service for fraudulent or inappropriate purposes.

### 5.4

You may not use robots, spiders, other automated devices or manual processes to monitor or copy content from the Provider.

### 5.5

You may not resell, duplicate, reproduce or exploit any portion of the Service without the express written consent of the Provider.

### 5.6

The Provider reserves the right to refuse service to anyone for any reason at any time.

### 5.7

The Provider claims no ownership, responsibility or intellectual property rights in the content or materials you provide to the Provider.

### 5.8

The Provider may modify, suspend or discontinue this service at any time and for any reason at its sole discretion if the Customer breaches the Terms.

### 5.9

After successful registration and login on the administration portal, the user can freely select the desired services from the selection provided by the provider and subscribe to the desired service online. The current prices for the individual services are clearly displayed to the user in his user profile in the administration portal. The user then receives an e-mail confirming the purchase to the e-mail address they have provided. At the same time, the user account and the administration portal - for the selected scope of services - which the user has ordered and paid for, will be activated, giving the user access to the respective services.

### 5.10

If you cancel or terminate your service, all your content, data, information, text, files, documents and images may be deleted from the service immediately.

### 5.11

Third-party subscriptions may be required to run certain aspects of your campaign. These subscriptions are not included in our prices and must be purchased directly from the relevant third party provider.

### 5.12

The user's offer is deemed to have been accepted upon payment of the costs incurred and / or the sending of the order confirmation by e-mail and activation of the user.

### 5.13

There is no legal entitlement to use the provider's services. The provider reserves the right to refuse or terminate contracts. No refunds will be granted, except as required by law.

## **6 Commencement, duration and termination of the contractual relationship**

### 6.1

In order to conclude a legally effective contract, the user must register as described in section 6 of the GTC. Without such registration, a legally effective contract between the Provider and the User shall not be concluded. Once registration has been completed, the contract with the customer shall be legally effective upon payment of the costs incurred to the user.

### 6.2

The contractual relationship is concluded for an indefinite period. The contractual relationship can be terminated by either party by the 15th of each month and then ends at the end of the same month. If the contractual relationship is terminated after the 15th day of the month, the termination shall take effect at the end of the following month. The user acknowledges that the obligation to pay the monthly fees resulting from the scope of services selected or utilized by the user himself shall only expire at the end of the notice period. If the user does not pay the monthly fee or pays it late, access to the provider's services will be blocked until the outstanding amounts have been settled by the user.

### 6.3

The provider is also entitled to terminate the contractual relationship for good cause with immediate effect and to block access to the services and functions previously purchased.

This applies

6.3.1 in the event of a breach of a material provision of the GTC

6.3.2 if the Provider is obliged to do so by law and

6.3.3 if the Provider has reasonable grounds to believe that the User's account has been used without the User's consent.

### 6.4 *Consequences of termination*

After termination of the contractual relationship, the user does not have to pay any further monthly fees. - In the event of (ordinary or extraordinary) termination by the user or the provider, the user is not entitled to reimbursement of one-off or monthly or other fees.

### 6.5 *Consequences of blocking access*

#### 6.5.1

The contractual relationship only ends de facto when access to the services is blocked.

#### 6.5.2

The User acknowledges that certain provisions shall continue to apply after termination of the contractual relationship, but only in connection with the blocking of access upon termination of the contractual relationship and as long as this is necessary for the Provider to comply with statutory provisions. In any case, this includes all provisions on compliance with data protection regulations in accordance with the provider's privacy policy.

#### 6.5.3

Even after termination of the contractual relationship, the user shall remain responsible for all obligations arising from the GTC which arose during the existence of the contractual relationship and which are still outstanding at

the time of termination of the contractual relationship.

## **7 Prices**

### **7.1**

The current prices and package offers - which are quoted in EURO - can be found on the website listed above and can be viewed there at any time. The prices stated at the end of the registration process are net prices excluding VAT, unless otherwise stated. Any packaging, transportation, loading and shipping costs are not included in these prices, unless otherwise stated. Packaging, transportation, loading and shipping costs shall be charged at cost. Unless a discount has been expressly agreed, the user is not entitled to deduct a discount. The monthly fee (= price) is due during the ordering process (see point 9.2).

In the event of late payment, interest on arrears shall be charged at the statutory rate from the due date of the claim. Furthermore, compensation for collection costs of € 40.00 incl. VAT will be charged. Any further (statutory) claims shall remain unaffected.

## **8 Terms of payment**

### **8.1**

After successfully registering and ordering the desired scope of services, the user can pay via a third-party provider on the website specified above.

### **8.2**

The monthly fee is due during the ordering process. The services are available to the user for 1 month from the day the order is placed: For example, if the user places an order on February 24 of a calendar year, the services ordered and paid for will be available until March 24 of the same year. If the next payment is made by the user on March 24, the provision of services is extended until April 24 of the same year, and so on. The user also has the option of paying for several months in advance.

### **8.3**

No refunds or credits will be granted for partially used or unused months of the service.

### **8.4**

The provider reserves the right to terminate or suspend an account if the subscription fees are not paid.

### **8.5**

All fees are exclusive of any taxes, levies or duties imposed by taxing authorities and you are responsible for payment of all such taxes, levies or duties.

### **8.6**

The Provider reserves the right to change the service fees with 30 days' notice. Such notice may be given at any time by posting the changes on the Provider's website listed above or by email. Existing account plans will not be automatically updated in accordance with these changes, but are eligible for a service change upon request.

### **8.7**

The user can pay by credit card. The debit or charge is made immediately upon conclusion of the contract or when the monthly fee is due.

### **8.8**

The provider reserves the right to offer additional payment options (bank transfers or crypto payments such as

BTC...) or to withdraw certain payment options.

#### 8.9

In the event of late payment, access to the provider's services will be blocked until outstanding amounts have been settled by the user.

### **9 Intellectual property rights**

#### 9.1

The Provider does not claim any intellectual property rights to the material that you make available to the Service.

#### 9.2

You may not duplicate, copy, modify or reuse any part of the content of the Provider Service, whether online or offline, without the express written consent of the Provider.

### **10 Reverse engineering and security**

You undertake not to do any of the following:

#### 10.1

Reverse-engineer or attempt to reverse-engineer or disassemble any code or software from or on the Site or the Services.

#### 10.2

Violate the security of the Website or the Services by unauthorized access, circumvention of encryption or other security tools, data mining or interference with a host, user or network.

### **11 Spam-politics**

You are strictly prohibited from using the Site or any of the Company's services for illegal spamming activities, including harvesting email addresses and personal information from others or sending commercial bulk emails.

### **12 Liability for defects, warranty and compensation**

#### 12.1 *Warranty*

The customer must inspect the service for completeness and conformity with the order immediately upon receipt or after performance. Obvious defects must be reported in writing immediately upon receipt or after the service has been provided, defects that are recognizable upon proper inspection must be reported within 8 days of receipt or after the service has been provided, and other defects must be reported in writing with a detailed description of the defect within one week of their discovery. If no complaint is made, acceptance shall be deemed to have taken place and any warranty shall be excluded. In the event of a proper complaint, the provisions of warranty law shall apply. The user must always prove that the defect already existed at the time of receipt or provision of the service. The business user shall grant the provider at least two attempts to rectify any defects. If the improvement or replacement is impossible or would involve a disproportionately high effort for the provider or if the provider cannot comply with the request for replacement or improvement or cannot do so within a reasonable period of time, the provider is entitled to reduce the price or rescind the contract in its entirety.

#### 12.2 *Liability*

The provider is also not liable for a specific outcome and in any case only for grossly negligent breaches of duty. Liability for slight negligence for material damage is excluded. Any claims for damages are limited to the amount

paid by the user for the purchase of the services. In addition, the provider shall only be liable for typical and foreseeable damages, i.e. those that could reasonably be expected to occur at the time the contract was concluded based on the circumstances known at that time. Claims arising from (consequential) damages as well as from damages for which the user can obtain insurance cover or which are controllable by the user, from other indirect damages and losses or loss of profit as well as generally financial losses, in particular from defective, omitted or delayed provision of services, are expressly excluded. The claims for damages to which the user is entitled in accordance with the above provisions shall lapse within six months of becoming aware of the damage and the damaging party.

#### 12.3

The Provider may from time to time publish links to third party websites or other services. You agree that the Provider is not responsible or liable for any loss or damage arising from your use of any third party services linked to from the Provider's website.

#### 12.4

The provider shall only be liable on the legal grounds of compensation if the damage arises from a breach of duty by the provider or one of its subcontractors or partners. Any further liability on the part of the provider is excluded.

#### 12.5

The provider assumes no responsibility for the security of your account or your content. You agree that your use of the Website or the Services is at your own risk.

### 13 Cancellation and termination

#### 13.1

You are solely responsible for canceling your account in the provider dashboard. You can cancel your account at any time before your next billing date. There is no termination fee.

#### 13.2

All of your content can be deleted from the service immediately after termination. Once your account is canceled, your content can no longer be restored.

### 14 Exclusion of liability

#### 14.1

The Provider makes no implied or express warranties (e.g. freedom from computer viruses or malware). The Provider does not warrant the accuracy or completeness of the information provided by the Provider or that the Services are free from defects or secure, or that the Services will operate without interruptions, delays or errors. The provider is neither responsible for the actions, content or information of the users nor for their monitoring.

#### 14.2

The provider assumes no liability to the user for indirect damages, loss of income, loss of interest and savings, consequential damages and financial losses, damages from third-party claims and from the loss of data and programs and their recovery as well as for all types of damages and fines arising in connection with the provider conditions or services or in general.

#### 14.3

In all cases under consideration, the provider is only liable for damages in cases of gross negligence and intent. In cases of simple and gross negligence, the provider is only liable for personal injury.

14.4

These provisions shall apply unless mandatory provisions take precedence.

## **15 Further conditions / restrictions of use**

15.1

The provider's services must always be used in accordance with the terms of use and these GTC. In the event of a breach, the provider reserves the right to terminate the contractual relationship.

15.2

The Services may only be used for lawful, authorized and legally permitted purposes. When using the services, it is not permitted to violate the rights of third parties in any way, whereby "violation" is deemed to be any type of violation or realization of civil, criminal or other relevant legal provisions and facts.

15.3

The user may not damage the services, software or systems by copying, distributing, making available, modifying or licensing them, etc.

15.4

All services from the provider are copyrighted by their suppliers, they may not be copied or sublicensed, lent or transferred to third parties.

15.5

The user is responsible for the security of his own device and his provider user account and undertakes to inform the provider immediately of any unauthorized use or security breach of his user account or provider services.

15.6

The provider's services may enable access to other websites and applications, etc.. The terms of use and data protection guidelines of the respective website, application, etc. apply.

15.7

The user may only use copyrights, trademarks, domains, logos, trade dress, trade secrets, patents and other intellectual property rights in connection with the services and offers of the provider with the express consent of the provider.

15.8

The provider's services and offers may be interrupted for maintenance, repairs, upgrades or due to network or hardware failures or force majeure events. Any compensation for damages is excluded.

15.9

The provider may block the user's access to the services at any time if the user violates the GTC or the terms of use or poses a risk to the provider or other users.

15.10

The provider reserves the right to discontinue or restrict any services or functions if they violate applicable regulations.

15.11

The provider does not guarantee the performance figures of the services, the calculations of the results and the



stated results of the individual tools.

#### 15.12

The provider does not guarantee that the service will meet your requirements or expectations.

#### 15.13

The Provider does not guarantee that the Service will be uninterrupted, timely, secure, error-free or error-free at all times.

#### 15.14

The Provider does not guarantee that the calculations performed by the Service are accurate.

#### 15.15

You expressly understand and agree that the Provider shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Provider has been advised of the possibility of such damages) arising out of your use of the Service.

### **16 Right of set-off and right of retention**

The user may only offset a claim against the provider if the claim has been legally established or recognized by the provider. The user is also entitled to a right of retention against claims of the provider if the user asserts complaints or counterclaims in relation to the same purchase contract. A right of retention can only be exercised by the user if the user's counterclaim relates to the same purchase contract.

### **17 Non-solicitation clause**

During the term of the contract based on these GTC and up to 12 months after its termination, neither party shall, directly or indirectly, for its own account or for the account of a third party, urge, induce, entice or in any way solicit any customer or partner directly involved in the activities carried out under this Agreement to use the services of the other party or any of its affiliates. For the purposes of the foregoing, the terms "urge", "induce", "entice" or "solicit" shall not be deemed to include: (a) circumstances in which an employee of one Party contacts the other Party or one of its Affiliates with a view to possible cooperation; or (b) general solicitations of business not specifically directed to customers of a Party or one of its Affiliates, including responses to general advertisements.

### **18 Secrecy**

The contracting parties may neither use nor disclose to third parties confidential information about the business activities of the other contracting party. Such confidential information includes all non-public information that the contracting party has obtained as a result of the cooperation with the other contracting party and that could be of value to a competitor of the contracting party or that could cause economic loss or significant disadvantage to the contracting party or its customers, distributors or suppliers if used or disclosed. Examples of such confidential information include, but are not limited to, non-public information about the Party's customers, suppliers, distributors and potential acquisition targets, its business processes and structure, its services, formulas and prices, its processes, technologies and inventions, its research and know-how, its financial data and its plans and strategies.

### **19 Applicable law / Place of jurisdiction / Severability clause / Miscellaneous**

#### 19.1

Austrian law shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the

International Sale of Goods (CISG) and any principles of conflict of laws.

19.2

For all disputes arising from contracts concluded under these contractual conditions, the exclusive place of jurisdiction shall be the courts at the registered office of the provider, unless mandatory statutory provisions provide otherwise.

19.3

Agreements with the user that deviate from the terms of this contract are only effective if they are agreed in writing by both parties.

19.4

Should individual provisions of these terms and conditions be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic objective of the parties.

19.5

Amendments or additions to the contract must be made in writing. This also applies to changes to the written form requirement.

19.6

The failure of the Provider to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and the Provider and govern your use of the Service, superseding any prior agreements between you and the Provider (including, but not limited to, any prior versions of the Terms of Service/Use).

