

# Terms of Service for Zaikio Account

## 1. Scope

These terms of service ("**Terms**") apply to the set-up and use of an account ("**Zaikio Account**") for the use of the web-based services provided by Zaikio GmbH, Emmerich-Josef-Str. 1A, 55116 Mainz, Germany ("**Zaikio**").

## 2. The service

- 2.1. Zaikio operates a cloud-based platform for the print media industry ("**Zaikio Platform**"). In order to use the Zaikio Platform, a Zaikio Account must be created by a natural person ("**User**"). The Zaikio Account is used on the Zaikio Platform to manage the User's data and to identify the User when using the apps and services provided through the Zaikio Platform. Users may act as an end user ("**Customer**") or as a provider of the apps and services ("**Provider**").
- 2.2. In addition, the Zaikio Account may be used for services offered by third parties that are not provided through the Zaikio Platform but through other platforms.
- 2.3. The service regulated by these Terms includes the creation and the use of the Zaikio Account.
- 2.4. The Service governed by these Terms does not include the use of the Apps or Services offered on the Zaikio Platform. The contract for the provision of apps or the sale of goods or services is concluded directly between the Provider who provides the apps, goods or services and the Customer. Warranty claims and claims for damages are governed by the regulations contractually agreed with the Provider and are also to be addressed to the Provider.
- 2.5. Zaikio acts in its own name but on behalf of a third party (commission business). If the Customer uses payable services of a Provider via Zaikio, Zaikio settles these services for the respective Provider.
- 2.6. With regard to the current state of the art, the provision and use of the service can be subject to restrictions which are beyond the control of Zaikio. Furthermore, interruptions may occur for reasons of force majeure, as well as due to technical or other measures (e.g. repairs, maintenance, updates, upgrades) of Zaikio or one of its upstream or downstream service providers, content providers and network operators, which may be necessary for the proper or improved provision of the service.
- 2.7. Zaikio reserves the right to make changes and amendments to these Terms. Any changes will be announced to the user in advance by e-mail. Changes are considered approved, if the user does not object to them in text form (e.g. e-mail) within one month after the announcement of the respective change. Zaikio will specifically point out this consequence when announcing the changes.

## 3. Organisations

- 3.1. The User may create or join so-called organisations ("**Organisation**") on the Zaikio Platform.
- 3.2. An Organisation is a representation of a legal entity that runs a business. In case of doubt, it must be proven by a trade licence or similar that the respective business exists.

- 3.3. The User must be authorised to represent this Organisation and to conduct business on its behalf. In case of doubt, proof of this must be provided.
- 3.4. The User can use and offer free and paid apps and services of the Zaikio Platform on behalf of an Organisation. This may incur costs according to clause 6.2.

#### **4. User obligations**

- 4.1. All information provided by the User during registration and use of the Zaikio Account must be true and correct.
- 4.2. Each User may create only one Zaikio Account.
- 4.3. In order to provide a secure service, it is the User's own duty to choose a secure password for the Zaikio Account and to keep the password confidential. The User will protect it from unauthorised access and will not disclose it to any other person. If the user learns of unauthorised access or use of the Zaikio Account, the user will immediately inform Zaikio of all relevant circumstances.
- 4.4. The User will observe all applicable laws and regulations when using the Zaikio Account.
- 4.5. The User will not take any actions that violate the rights of other persons or the availability or appearance of the service.

#### **5. Term and termination**

- 5.1. The agreement to use the Zaikio Account is concluded for an indefinite term. The User has the right to terminate the agreement at any time with immediate effect. Zaikio has the right to terminate the agreement without cause at any time with 30 days' notice. Zaikio has the right to terminate the agreement with immediate effect for cause, such cause may consist of any material violation or non-compliance by the User with these Terms.
- 5.2. The termination of this agreement to use the Zaikio Account shall have no effect on other agreements the User may have concluded via the Zaikio Platform with Zaikio or with third parties.

#### **6. Payments**

- 6.1. The use of the Zaikio Account is free of charge.
- 6.2. The use of the services provided via the Zaikio Platform may require the conclusion of a contract with costs between the Customer and the respective Provider. Payments with regard to e.g. the use or purchase of Apps based on such contracts are collected by a financial service provider selected by Zaikio. The payment terms are governed by the relevant contracts and not by these Terms.

#### **7. Intellectual property rights**

- 7.1. Zaikio is the sole owner of all intellectual property rights regarding the Zaikio Platform and the Zaikio Account or has gathered respective licenses. Nothing in these Terms shall transfer any intellectual property rights, whether registered or not, to the User other than the right to use the Zaikio Account during the term that is set forth in section 5 of these terms and conditions.
- 7.2. The services provided on the Zaikio Platform and the Zaikio Account itself may allow the User to provide information and content. The User grants Zaikio the worldwide, transferrable and sub-

licensable right to use information and content the User provides via the Zaikio Platform and in connection with the Zaikio Account without the User's separate consent from case to case. This right to use includes the right to copy, alter distribute, pass on to third parties or make publicly available all covered information or content.

## **8. Liability**

8.1. Zaikio's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:

- (i.) Zaikio shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
- (ii.) Zaikio shall not be liable due to a slightly negligent breach of any other duty of care applicable.

8.2. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Zaikio has assumed a specific guarantee.

8.3. Sections 8.1 and 8.2 shall apply accordingly to Zaikio's liability for futile expenses.

8.4. The User shall be obliged to take adequate measures to avert and reduce damages.

8.5. Section 2.4 of these terms and conditions shall apply to the contractual relationship between the Customer and the Provider.

## **9. Final provisions**

9.1. The place of jurisdiction is Mainz (Germany).

9.2. The contract between the User and Zaikio about the use of the Zaikio Account is subject to German law, with the exception of the mandatory consumer protection regulations of the law of the country in which the consumer has his habitual residence, if the User uses the Zaikio Account for a purpose that cannot be attributed to his professional or commercial activity.

9.3. Zaikio can assign any rights from the contract about the use of the Zaikio Account to companies affiliated with Zaikio in the sense of § 15 German Stock Corporation Act without the consent of the User.

9.4. Should any provision in these terms of use become invalid in whole or in part, this does not affect the validity of the remaining provisions in these Terms.