

General Terms of Use Plural.io

of Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe

(as of June 13, 2024)

1. Scope of application/contractual partner

- 1.1. These General Terms and Conditions of Use (GTC) apply to the use of the plural.io platform provided by Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe (hereinafter referred to as "HT").
- 1.2. They apply to a natural or legal person or a partnership with legal capacity that is acting in the exercise of its commercial or independent professional activity when concluding a contract with HT (hereinafter referred to as "CUSTOMER").
- 1.3. HT and CUSTOMERS are also referred to jointly as PARTIES and individually as PARTY.
- 1.4. In the event of contradictions between the provisions of these GTC and a product description, these GTC shall take precedence. Anything to the contrary shall only apply if the PARTIES expressly agree to a deviation with specific reference to the general provision to be amended.
- 1.5. Deviating terms and conditions of the CUSTOMER shall not become part of the user relationship, even if they are not expressly contradicted.

2. Definitions

- 2.1. For the purposes of these GTC, the following terms and abbreviations have the meanings defined below:
- 2.2. HT AVATARS refer to interactive, digital service agents with which and via which actions and interactions with users can be carried out on the PLURAL.IO PLATFORM within the framework of USE CASES with the functions and expressions provided for this purpose on the platform, which are available on the PLURAL.IO PLATFORM for use by the CUSTOMER or are created by HT on behalf of the CUSTOMER.
- 2.3. LIVE MODE refers to the USE CASE-related display of actions and interactions of and with HT AVATARS on and via the PLURAL.IO PLATFORM from the user's perspective, which appears via a link on (end) devices.
- 2.4. PLURAL.IO-IFRAME refers to an HTML element with which a USE case-related representation of actions and interactions of and with HT AVATARS on and via the PLURAL.IO PLATFORM is embedded as an independent document in a defined area of browsers from the user's perspective.
- 2.5. PLATFORM PLURAL.IO refers to the low-code platform developed and operated by HT, which offers a variety of functions that make it possible to easily implement USE CASES using HT AVATARS without programming knowledge or to customize standard HT products according to your own wishes, including all HT AVATARS, FLOWS, FLOW CONTENT, LIVE MODES, PLURAL.IO-IFRAME and APIs. The platform is hardware-independent and can be used via any standard browser.
- 2.6. PLURAL.IO ACCOUNTS refer to accounts for customer access to the PLURAL.IO PLATFORM in order to be able to use the PLURAL.IO PLATFORM.
- 2.7. FLOW refers to the organization and definition of actions and interactions by and with HT AVATARS for a USE CASE on and via the PLURAL.IO PLATFORM using the options and tools provided on the PLURAL.IO PLATFORM for this purpose.
- 2.8. FLOW CONTENT refers to everything that is inserted and implemented in FLOWS, such as text, photos, graphics, logos, information, scripts, plugins, commands, APIs, chats, databases, functions, etc.
- 2.9. HARDWARE means, for example, computers, cameras, barcode readers, credit card terminals, key card encoders, etc., which may be required by the customer in connection with the use of the PLURAL.IO PLATFORM.
- 2.10. APIs are programming interfaces that enable the PLURAL.IO PLATFORM to be connected to third-party programs.

- 2.11. USE CASE refers to a (CUSTOMER) project that is created on the PLURAL.IO PLATFORM for the use of HT AVATARS.
- 2.12. USER INPUT refers to APIs, FLOWS, FLOW CONTENT and HT AVATARS for which the CUSTOMER is responsible.
- 2.13. GO's refers to digital processes in the PLURAL.IO PLATFORM that measure and calculate individual elements, language generation, language comprehension and additional features.
- 2.14. SEPARATE SUPPLEMENTARY AGREEMENT means any form of agreement concluded by the PARTIES with reference to these GTC (including, for example, by means of an offer and order confirmation or confirmation by means of an invoice).

3. Subject matter of the contract

- 3.1. The subject matter of the contract between the PARTIES is the use of the PLURAL.IO PLATFORM in accordance with the provisions of these GTC in the agreed scope of use and functions against payment of the agreed remuneration.
- 3.2. HARDWARE and support services are not part of the contract. If the CUSTOMER wishes to purchase HARDWARE or agree support services, these must be agreed in a SEPARATE SUPPLEMENTARY AGREEMENT.
- 3.3. Other services, such as the installation and configuration of software or the instruction and training of the CUSTOMER or its employees are not part of the contract, but can be agreed between the PARTIES in a SEPARATE SUPPLEMENTARY AGREEMENT.

4. Registration/conclusion of contract/individual contracts

- 4.1. The presentation of the PLURAL.IO PLATFORM, e.g. on the HT website, in brochures, advertising etc. or in the context of the test provision, is non-binding for advertising purposes and merely represents an invitation to the CUSTOMER to submit an offer.
- 4.2. To use the PLURAL.IO PLATFORM, a CUSTOMER generally sets up a PLURAL.IO ACCOUNT. A contract is concluded when the account is set up. The creation of the Plural.IO ACCOUNT and the use of the Plural.IO PLATFORM are free of charge, individual functions are subject to a fee. HT may provide a test period during which the CUSTOMER can test chargeable functions free of charge. HT may restrict these services at any time without giving reasons or terminate the trial period. The CLIENT has no right to conclude further contracts via the PLURAL.IO PLATFORM.
- 4.3. If HT offers the Customer the opportunity to place an order via an online store or on the PLURAL.IO PLATFORM, the CUSTOMER submits a binding offer to conclude a contract for the products (which he may have placed in the "shopping cart") when he clicks on the "Order with costs" button. The CUSTOMER then initially receives a non-binding confirmation of receipt of his order ("confirmation of receipt").
- 4.4. HT may prepare an individual offer proposal for CUSTOMERS if required. Such proposals are not legally binding and represent an invitation to the CUSTOMER to submit a binding offer. The contract is concluded when HT accepts the offer sent by the CLIENT in text form or when HT starts the execution of the contract by activating the PLATFORM PLURAL.IO upon an offer.

5. PLURAL.IO ACCOUNTS and access data

- 5.1. HT will activate the number of PLURAL.IO ACCOUNTS required to use the PLURAL.IO PLATFORM for the CUSTOMER.
- 5.2. The PLURAL.IO ACCOUNTS are not personal. They may be used by different employees of the CUSTOMER. Access data (such as password) may not be passed on to third parties who are not employees of the CUSTOMER. They must be kept protected from access by third parties. Access data should also be changed for security reasons when the system is first used and at regular intervals thereafter. If there is reason to suspect that

- unauthorized persons have gained knowledge of the access data, the CUSTOMER must change it immediately. The CUSTOMER shall be liable for all consequences of third-party use insofar as it is responsible for the misuse of access data.
- 5.3. In the event of breaches of this contract, HT is entitled to withdraw the CUSTOMER's access to the PLURAL.IO PLATFORM. This applies in particular to unauthorized disclosure of access data. Any claims of the CLIENT, for example for reimbursement of remuneration, are excluded.
- 6. Use of the PLURAL.IO PLATFORM**
- 6.1. Upon payment of the agreed remuneration, the CUSTOMER is entitled to use the PLURAL.IO PLATFORM WITHIN the agreed scope of use and functions.
- 6.2. The CUSTOMER is not entitled to transfer, sell, lend, lease or otherwise sublicense the PLURAL.IO PLATFORM TO third parties or to modify or edit the PLURAL.IO PLATFORM. Decompilation is not permitted unless expressly permitted by law.
- 6.3. If the CUSTOMER culpably violates one of the above provisions, the (usage) rights granted to the CUSTOMER shall automatically revert to HT. In this case, the CLIENT is no longer entitled to use the PLURAL.IO PLATFORM. Any claims of the CUSTOMER, for example for reimbursement of remuneration, are excluded.
- 6.4. In order for HT to enable the CUSTOMER to use the PLURAL.IO PLATFORM within the agreed scope of use and functions, the CUSTOMER allows HT to use information and data that the CUSTOMER collects with the PLURAL.IO PLATFORM for this purpose. HT is also entitled to store this information and data in an outage system or separate outage data center and to make changes to the structure of the data or the data format to eliminate any malfunctions and to use them to improve, further develop and simplify the Plural.IO PLATFORM.
- 7. Uses of HT AVATARS**
- 7.1. HT AVATARS may be used on the Plural.IO PLATFORM during the term of the contract within the scope of the USE CASES with the functions and expressions provided on the platform within the agreed scope of use and functions. Any use of HT AVATARS outside the Plural.IO PLATFORM requires the consent of HT. The PARTIES can make provisions for this in SEPARATE SUPPLEMENTARY AGREEMENTS.
- 7.2. The CUSTOMER warrants that HT AVATARS will not be used by third parties without the consent of HT.
- 8. Uses of FLOWS**
- 8.1. The CUSTOMER may use FLOWS for its own USE CASES during the term of the contract on the Plural.IO PLATFORM WITHIN the agreed scope of use and functions. The use of FLOWS for third-party USE CASES on the PLURAL.IO PLATFORM is permitted as long as the third parties agree with HT to use the PLURAL.IO PLATFORM for a fee. Deviating regulations can be regulated in SEPARATE SUPPLEMENTARY AGREEMENTS.
- 8.2. The CUSTOMER shall be solely responsible for FLOWS; HT shall have no responsibility or liability in this respect.
- 9. Uses of LIVE MODES and PLURAL.IO-IFRAMES**
- 9.1. The CUSTOMER is free to decide on which (end) devices the LIVE MODE appears and on the integration of the PLURAL.IO-IFRAME.
- 10. Remuneration**
- 10.1. The remuneration to be paid by the CUSTOMER to HT for the agreed scope of use and functions of the PLURAL.IO PLATFORM and its due date are regulated in HT's offer.
- 10.2. The remuneration is subject to the applicable statutory value added tax. Unless otherwise stated in the offer, fees are to be paid in advance.
- 10.3. The CUSTOMER shall not be entitled to offset against HT's claims or to assert a right of retention. This shall not apply if his counterclaims have been legally established or are undisputed or if they are in a reciprocal relationship with the offset claim of HT (namely if the counterclaim arises from the same contractual relationship, including such claims to which the CUSTOMER is entitled due to notices of defects).
- 10.4. The remuneration for individual chargeable functions is billed in GO'S. This applies in particular to interactions - i.e. communicative acts between an avatar and a person. If GO'S are used up or expire, the functions billed in GO'S are not executed.
- 10.5. GO'S can be purchased via the PLURAL.IO PLATFORM, but also via authorized partners of HT. A one-off or recurring purchase of GO'S in the form of a subscription model is possible. The subscription period is regulated in the product description.
- 10.6. GO'S have a limited period of validity. Unless otherwise specified in the product description, the validity period is one month. Unused GO'S expire at the end of the validity period.
- 11. Availability of the PLURAL.IO PLATFORM**
- 11.1. The PLURAL.IO PLATFORM is available seven days a week, 24 hours a day, with an availability of at least 99% per calendar year (annual average). Availability is calculated as follows: $\text{Availability} = (\text{total time} - \text{total downtime}) / \text{total time} * 100$. This does not include up to 3 planned maintenance windows per month, provided these are announced 3 days in advance and do not exceed 3 hours. Also not included are restrictions according to clause 11.2.
- 11.2. HT is entitled to temporarily restrict services if this is necessary for reasons of interoperability of services, data protection, to combat spam or computer viruses, worms, Trojans, hack/DoS attacks or similar to prevent incorrectly or unintentionally triggered interactions or to carry out operational or technically necessary work.
- 12. Further development, bug fixing, updates and upgrades regarding the PLURAL.IO PLATFORM**
- 12.1. HT makes every effort to adapt the PLURAL.IO PLATFORM to the current state of the art.
- 12.2. Corrections and/or updates, upgrades and/or new versions, which are made known to the CUSTOMER, must be downloaded by the CUSTOMER or activated via the PLURAL.IO PLATFORM, insofar as this is technically necessary.
- 12.3. The obligation to bug fixing and maintenance does not include the adaptation of the PLURAL.IO PLATFORM to changed conditions of use or technical and functional developments, such as changes to the CUSTOMER's IT environment (in particular changes to the hardware or software environment including the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats). The CUSTOMER is not entitled to the provision of updates that serve to extend the functionality ("upgrades"), unless this is agreed between the PARTIES in a SEPARATE SUPPLEMENTARY AGREEMENT.
- 12.4. HT is entitled, even without the existence of a defect, to adapt the PLURAL.IO PLATFORM to the current state of the art and to technical developments or to change it for this purpose in order to maintain the security and functionality of the PLURAL.IO PLATFORM, also with regard to changing operating systems, towards the CUSTOMER and other users (hereinafter referred to as "further developments"). This also includes further developments that are based on ideas or feature requests from this contractual relationship.
- 12.5. If additional and/or changed technical requirements arise due to further development or technical developments, the CUSTOMER must adapt the technical requirements insofar as this is reasonable for him. It is reasonable to maintain a hardware and software environment that was introduced to the market less than three years ago. If an adjustment is unreasonable, there is good cause for termination within the meaning of clause 16.2.
- 13. USER INPUT**
- 13.1. With regard to USER INPUT, the CUSTOMER guarantees its legality. The CUSTOMER shall not create any unlawful USER INPUT, in

- particular no USER INPUT that violates provisions of the German Criminal Code (StGB), the German laws on Youth Protection (e.g. Jugendschutzgesetz), the German Interstate Treaty on the Protection of Minors in the Media (JMStV), the German Interstate Treaty on Gambling or the German Medicines Act. The CUSTOMER will not create any movement and behavior patterns that allow HT AVATARS to show behavior that would be illegal if shown by a human being.
- 13.2. The CUSTOMER declares that they hold all rights to the USER INPUT that are required for its use on the PLURAL.IO PLATFORM. This applies in particular to copyright usage and ancillary copyrights, name, brand, title and trademark rights, as well as personal rights.
- 13.3. The CUSTOMER shall grant HT the rights set out in clause 13.2 and to the USER INPUT to the extent necessary for HT to fulfil its services agreed with the CUSTOMER.
- 13.4. HT reserves the right to randomly check the USER INPUT with regard to the obligations in the above paragraphs and to block the display of the USER INPUT if a violation is suspected. If the violation is confirmed, this constitutes a reason for termination according to clause 16.2 shall constitute grounds for termination. HT has the right, but not the obligation, to check USER INPUT for compliance with the above obligations.
- 13.5. HT is entitled to use USER INPUT for the use, improvement, further development and simplification of the PLURAL.IO PLATFORM and on the PLURAL.IO PLATFORM, including for commercial purposes.
- 14. Other obligations of the CUSTOMER**
- 14.1. HT does not provide support or maintenance for products and services of any third-party providers used by the CUSTOMER. This includes HARDWARE and hardware-related troubleshooting, the installation of regular updates, the management of third-party software and systems, the functionality of external peripherals connected to third party software and systems as well as the continuous functionality of such software and systems of the CUSTOMER. The CUSTOMER shall inform HT immediately of any problems that occur and, if necessary, take all necessary measures to ensure the smooth functioning of such software and systems.
- 14.2. The PLURAL.IO PLATFORM may only be used within the agreed scope of use and functions and only within the framework of the applicable law and these GTC. No legal violations or infringements may be committed through the use of the Plural.io PLATFORM and/or by means of the PLURAL.IO PLATFORM. The CUSTOMER shall ensure that the use of the Plural.io PLATFORM does not cause any damage to HT or third parties. The CUSTOMER IS solely liable for any infringements and violations of the law committed by him.
- 14.3. The CUSTOMER must take state-of-the-art security precautions against all types of data loss, damage and impairment, transmission errors and malfunctions. The CUSTOMER must keep the systems used by him free of viruses. The CUSTOMER must carry out data backups in accordance with the current state of the art at intervals appropriate to the application to protect against data loss, damage and impairment.
- 14.4. The CUSTOMER is obliged to notify HT of defects of the PLATFORM PLURAL.IO immediately after their discovery in writing, describing the time of occurrence of the defects and the circumstances of their occurrence. The CUSTOMER shall also notify HT immediately of any claims and demands asserted by third parties.
- 14.5. The CUSTOMER is obliged to cooperate in troubleshooting and rectification. In particular, he is obliged to support HT in the reproduction of a malfunction, taking into account HT's instructions for problem analysis, and to forward to HT all information available to him that is necessary for the elimination of the malfunction.
- 14.6. If the CUSTOMER breaches the obligations of this clause and the obligations incumbent upon it, the CUSTOMER shall be obliged to compensate for the resulting damage.
- 14.7. The CUSTOMER is aware that the fulfilment of the obligations regulated in these GTC by the CUSTOMER, in particular the obligations listed in this section, is a prerequisite for the fulfilment of HT's contractual obligations. Should HT not be able to fulfil and/or partially fulfil its obligations under this contract because the reason for the non-fulfilment is the (partial) non-fulfilment of obligations of the CUSTOMER and/or third parties which are to be fulfilled by the CUSTOMER under these GTC, HT's claim against the CUSTOMER for payment of remuneration shall remain unaffected.
- 14.8. The CUSTOMER assures that they have fully familiarized themselves with and understood the scope of functions and services of the PLURAL.IO PLATFORM.
- 14.9. In communication and marketing activities, the PARTIES will respect the reputation and standing of the other PARTY and will not harm it.
- 15. Exemption**
- 15.1. The CUSTOMER shall indemnify HT and its vicarious agents against all claims of third parties, including the reasonable costs of legal defense, resulting from culpable unlawful and/or non-contractual use of the PLATFORM PLURAL.IO by the CUSTOMER and from culpable violations of these GTC, which are made with his approval or which arise from other legal disputes associated with the use of the PLATFORM PLURAL.IO. If the CUSTOMER recognizes such a violation, there is an obligation to inform HT immediately.
- 16. Contract term, termination, termination**
- 16.1. If the agreed usage period is one month, the contract term is extended by a further month unless the contract is terminated with a notice period of one month to the end of the month. For contracts with a term of one year or longer, the contract is extended by a further year in each case, unless the contract is terminated with a notice period of one year.
- 16.2. The right of each PARTY to terminate the contract without notice for good cause remains unaffected. In particular, HT is entitled to terminate the contract without notice if the CUSTOMER fails to make due payments despite a reminder and grace period or violates the contractual provisions regarding the use of the PLURAL.IO PLATFORM. TERMINATION without notice requires that the other PARTY is warned in writing and requested to remedy the alleged reason for termination without notice within a reasonable period of time.
- 16.3. HT is also entitled to terminate the contract without notice for good cause if (i) insolvency proceedings are opened against the CUSTOMER'S assets, or (ii) a majority shareholding of the CUSTOMER is transferred to a competitor of HT.
- 16.4. Any termination must be in writing.
- 16.5. After termination of the contract, the CUSTOMER is no longer entitled to use the PLURAL.IO PLATFORM.
- 17. Force majeure**
- 17.1. HT is exempt from the obligation to perform in cases of force majeure. Force majeure includes all unforeseeable events as well as events whose effects on the fulfilment of the contract are not the responsibility of either PARTY. These events include in particular - without this being an exhaustive list - natural disasters, industrial action, including in third-party companies, interruption of electricity, telecommunications and internet supply as well as official measures.
- 18. Liability**
- 18.1. HT shall in any case be liable for the damage incurred, insofar as this is based on a breach of duty for which HT is liable in accordance with the provisions of the Product Liability Act or on the basis of a contractual agreement regardless of fault (in particular the assumption of a guarantee for the quality).
- 18.2. The strict liability of HT due to an initial defect of the HT SERVICES (sec. 536a para. 1, 1st Alt German Civil Code) is excluded.
- 18.3. If HT culpably breaches a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the CUSTOMER may regularly rely, HT shall be liable for the resulting damage.

- 18.4. In the event of slight negligence, HT's liability shall be limited to compensation for foreseeable damage typical for the contract.
- 18.5. HT's liability for damages caused by the CUSTOMER'S breach of its obligations to cooperate, provide information and other obligations is excluded. This applies in particular to the CUSTOMER'S obligation to back up data; if data is lost by the CUSTOMER in this respect, liability is limited to the damage that would have occurred even if the data had been properly backed up.
- 18.6. HT shall not be liable for any breach of other obligations.
- 18.7. The limitations or exclusions of liability in this clause shall not apply to damages resulting from injury to life, body or health, which are based on an intentional or negligent breach of duty by HT, its legal representatives or its vicarious agents and for other damages based on an intentional or grossly negligent breach of duty by the aforementioned group of persons, including fraudulent concealment of a defect.
- 18.8. Insofar as HT's liability is excluded or limited, this shall also apply to claims against its bodies, employees or vicarious agents.
- 22.2. Should any provision of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions. These Terms of Use shall bind and entitle the PARTIES and their legal successors, if any. The PARTIES undertake to impose their obligations under this agreement on any legal successors.

19. Data protection

- 19.1. HT processes personal data in accordance with the data protection information, which the CUSTOMER can view at any time at <https://humanizing.com/de/privacy-policy/>.
- 19.2. Insofar as this has not already been done pre-contractually, the CUSTOMER is obliged to take note of this data protection information immediately. HT will obtain any consent required for individual processing operations separately from the CUSTOMER.
- 19.3. The CUSTOMER agrees that HT may process personal data of the CUSTOMER and / or the Authorized Users in the context of the provision of services within the scope of order processing pursuant to Art. 28 et seq. EU General Data Protection Regulation in accordance with the order processing agreement contained in the annex to these GTC.

20. Confidentiality

- 20.1. The PARTIES undertake to treat the content of this contract as confidential. Furthermore, they undertake to maintain mutual confidentiality about mutual business and business relationships that become known in connection with the execution of this contract.
- 20.2. There is no obligation of confidentiality if:
- the relevant information is already known to the other PARTY, without breaching any other confidentiality agreements,
 - the relevant information is generally known without there being a breach of this Agreement,
 - the relevant information is disclosed to the other PARTY by a third party without breaching a confidentiality agreement.
- 20.3. All confidentiality obligations agreed in this contract shall survive the end of this contract.

21. Transfer of rights and obligations

- 21.1. The CUSTOMER may only transfer this contract or rights and obligations arising from this contract to a third party with the prior written consent of HT.
- 21.2. HT shall be entitled to use third parties for the performance of this contract.

22. Final provisions

- 22.1. All questions in connection with these General Terms and Conditions of Use shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of German private international law. The exclusive place of jurisdiction for all disputes arising from these Terms of Use shall be the registered office of HT, unless an exclusive place of jurisdiction is established by law.