

# General Terms and Conditions (GTC) of beUnity AG

Version 1.5, as of 18.07.2025

*Note: This is merely a translation of the German version, which serves as the legal basis.*

The General Terms and Conditions of beUnity AG (hereinafter: "GTC") describe the rights and obligations in connection with the use of our online platform (hereinafter: "Platform") and the associated online tools (the "Services"). These GTC apply to customers (hereinafter "Customer or Customers"), as defined below, for access to the Platform and the use of the Services of beUnity AG (hereinafter "Provider"). For users invited to a community (operated by a Customer), the ["Terms of Use for Users of the beUnity Platform"](#) govern access to and use of the Platform and Services.

## 1. Most important first

- 1.1. By completing the registration form to order the beUnity Platform on the beUnity AG website or by accepting a written offer, the Customer unconditionally acknowledges the following GTC. Deviations from the GTC require an express written agreement between the parties to be valid.
- 1.2. The Provider reserves the right to change these terms at any time. The amended terms come into effect upon publication on the website. Changes will be communicated to the Customer via the beUnity Customer Portal three months before they take effect. If the changes disadvantage the Customer, the Customer has the right to withdraw from the contract before the amended GTC take effect.

## 2. Software as a Service (SaaS) - Agreement

- 2.1. The Provider provides its Customers with SaaS services via the Internet in the field of community software.
- 2.2. The subject matter of the agreement is:
  - the provision of the Provider's software for use over the Internet and
  - the storage of the Customer's data (Data Hosting)

### 3. Software Provision

- 3.1. The Provider makes the software solution “Platform” available to the Customer for use via the Internet for the duration of this agreement against payment. For this purpose, the Provider stores the software on a server accessible to the Customer via the Internet.
- 3.2. The Provider continuously develops the software and will improve it through ongoing updates and upgrades. The current scope of functions is specified in the service description on the Provider’s website.
- 3.3. The Provider continuously monitors the functionality of the software and, to the extent technically possible, rectifies software errors. An error exists in particular if the software does not perform the functions specified in the service description, delivers incorrect results, or otherwise does not function properly, so that the use of the software is impossible or significantly limited.

### 4. Rights of Use of the Software

- 4.1. The Provider grants the Customer a non-exclusive and non-transferable right to use the software “Platform” for the duration of the agreement in accordance with the intended purpose within the framework of the SaaS services.
- 4.2. The Customer may neither reproduce nor modify the software unless expressly permitted in the current service description on the Provider’s website. In particular, the temporary installation or storage of the software on storage media (hard drives or similar) of the hardware used by the Customer (excluding RAM) is prohibited.
- 4.3. The Customer is not entitled to make this software available to third parties, either for a fee or free of charge. Any form of making the software available to third parties is explicitly prohibited.
- 4.4. The Customer undertakes to structure its contractual relationships with third parties in such a way that free use of the software by third parties is effectively prevented.
- 4.5. The Customer has the option to order various add-on packages (“Add-ons”) from the Provider beyond the software “Platform.” Such Add-ons may, in particular, enable the integration of third-party providers into the software. If access rights are required for the use of such an Add-on, the Customer expressly agrees upon ordering the Add-on to grant all necessary access rights.

### 5. Data Hosting

- 5.1. The Provider provides the Customer with a defined storage space on a server for storing its data. If the storage space is insufficient to store the data, the Provider will inform the Customer in a timely manner. If the Customer then does not order additional storage space for a fee, data exceeding the available storage space will no longer be stored.
- 5.2. The Provider ensures that the stored data is retrievable via the Internet within the limits of technical possibilities.

- 5.3. The Customer is not entitled to make this storage space available to a third party, in whole or in part, for a fee or free of charge.
- 5.4. The Customer undertakes not to store content on the storage space whose provision, publication, or use violates applicable law or agreements with third parties.
- 5.5. The Provider is obliged, within the limits of technical possibilities, to take appropriate and reasonable precautions against data loss and to prevent unauthorized access by third parties to the Customer's data. For this purpose, the Provider will regularly perform backups, check the Customer's data for viruses, and install firewalls.
- 5.6. The Customer remains the sole owner of the data in any case and can therefore request the Provider to release individual or all data during the term of the contract, without the Provider having a right of retention. The data will be released according to the Customer's choice either by providing data carriers or by transmission over a data network. The Customer has no claim to the software suitable for using the data.
- 5.7. After termination of the agreement, the Customer is entitled to request the release of their data for three months (from the termination date). The Provider is not obliged to store the Customer's data beyond this period. If a Customer requests the release of data after the one-month period and the data is still available with the Provider, the Provider will release the data to the Customer after payment of the actual costs incurred.

## 6. Support & Customer Service

- 6.1. The Provider will respond to inquiries (by e-mail or telephone) from the Customer regarding the software "Platform" and other SaaS services on working days during business hours as quickly as possible after receipt of the respective query.
- 6.2. The Customer acknowledges that the Platform is typically provided for use via the most commonly used Internet browsers or as smartphone applications ("Apps") for younger generations of iOS- or Android-based models; a corresponding application of the Platform cannot be guaranteed for all smartphones or Internet browsers used in practice ("base applications"). Technical difficulties, especially those related to underlying base applications, may not always be fully resolvable.

## 7. Interruption of Availability

- 7.1. Adjustments, modifications, and additions to the SaaS services under the contract, as well as measures for detecting and fixing malfunctions, will only lead to a temporary interruption or limitation of accessibility if required for technical reasons.
- 7.2. The monitoring of the basic functions of the SaaS services takes place daily. Maintenance of the SaaS services is generally carried out Monday to Friday from 08:00 to 19:00. In case of severe errors – the use of the SaaS services is

no longer possible or is significantly restricted – maintenance is generally carried out within 2 hours of knowledge or notification by the Customer. The Provider will inform the Customer in advance about maintenance work and carry it out as quickly as possible.

- 7.3. The availability of the individual SaaS service is 99.5% on average per year.

## 8. Obligations of the Customer

- 8.1. The Customer is obliged to prevent unauthorized access by third parties to the software through appropriate precautions. To this end, the Customer will, if necessary, instruct its members to comply with copyright law. In particular, the Customer will instruct its employees not to make copies of the software or disclose access data to third parties.
- 8.2. The Customer is responsible for entering and maintaining the data and information required for the use of the SaaS services – without prejudice to the Provider's obligation to back up data.
- 8.3. The Customer is obliged to check their data and information for viruses or other harmful components before entering them and to use virus protection programs corresponding to the state of the art.
- 8.4. When using the SaaS services for the first time, the Customer must generate a "User ID" and password required for further use of the SaaS services. The Customer is obliged to keep the "User ID" and password confidential and not to make them accessible to third parties.
- 8.5. The Customer must immediately inform the Provider of any unauthorized use of the "User ID" and password or any other attacks on security. In such cases, the Provider will change the Customer's "User ID" and password in agreement with the Customer.
- 8.6. The Customer must take all measures that, according to the Provider's due discretion, are necessary to maintain or improve the security of the data, software, and network connections.

## 9. Fees

- 9.1. The Customer undertakes to pay the Provider the agreed fee plus statutory VAT for the software provision and data hosting in accordance with their subscription (or offer).
- 9.2. The Provider will send the Customer an invoice for the contractually owed fee.
- 9.3. The Provider is entitled, by written notice to the Customer, to adjust fees and service content at the next possible termination date. Reasons for such a change in service include, in particular, technical progress and software development. If the Customer does not wish to continue the contract under the changed conditions, they are entitled to extraordinary termination with 14 days' notice to the change date.

## 10. Term and Termination of the Contract

- 10.1. The parties will agree on the exact start date of the contract, taking into account the organizational and technical availability of beUnity.
- 10.2. The parties agree on a minimum contract term of 12 months from the defined date. After that, the contract may be terminated by either party with 2 months' notice to the respective contract end (visible on the invoice).
- 10.3. Unless otherwise expressly stated in the contract, this agreement is concluded for an indefinite period and automatically renewed annually for a further 12 months.
- 10.4. Both parties may terminate the contract for good cause, which makes the continuation of the contract unreasonable, without observing notice periods (immediately).
- 10.5. Termination by authorized persons may be made via e-mail to [hello@beunity.io](mailto:hello@beunity.io)

## 11. Warranty / Liability

- 11.1. The Provider warrants the functionality and operational readiness of the SaaS services in accordance with the provisions of these GTC.
- 11.2. The Customer undertakes to indemnify the Provider against all claims by third parties based on the data stored by the Customer and to reimburse the Provider for all costs incurred due to possible legal violations.
- 11.3. The Provider is entitled to immediately block the storage space if there is justified suspicion that the stored data is unlawful and/or infringes third-party rights. A justified suspicion exists in particular if courts, authorities, and/or other third parties notify the Provider. The Provider will inform the Customer immediately of the removal and the reason for it. The block will be lifted as soon as the suspicion is fully refuted.
- 11.4. Within the scope of statutory provisions, the Provider excludes any liability to the Customer (or any third party), in particular for fulfilling contractual and non-contractual obligations, and for loss of data and loss of profits (including negligence). This disclaimer also applies to damage directly or indirectly caused by the use of the "beUnity" software.
- 11.5. In all cases, regardless of the basis of liability, the mutual liability of the contracting parties is limited to the amount of monthly access fees in the twelve months prior to the occurrence of the damage.
- 11.6. If the Provider is unable to provide the contractual services due to force majeure, performance will be postponed for as long as the event lasts. Force majeure includes, in particular, power outages, unforeseen official requirements, or the occurrence of harmful software. beUnity's liability is excluded in any case of force majeure.

## 12. Confidentiality

- 12.1. The Provider undertakes to keep confidential all confidential matters it becomes aware of during the preparation, execution, and fulfillment of this

contract, in particular business or trade secrets of the Customer, and not to disclose this information to unauthorized third parties without the Customer's authorization. This applies to any unauthorized third parties unless disclosure of information is necessary for proper fulfillment of the Provider's contractual obligations.

- 12.2. The Customer authorizes the Provider to publicly name the Customer as a reference.

## 13. Data Protection

- 13.1. By accepting these GTC, the Customer simultaneously agrees to the "[Privacy Policy of beUnity AG](#)" and the [Data Processing Agreement \(DPA\)](#). These are permanently available on the beUnity website. The Customer confirms that they are familiar with both documents.
- 13.2. The Provider ensures that all subcontractors with access to personal data in the course of contract fulfillment are bound by a contract in accordance with Art. 28 para. 4 GDPR or revDSG. The current list of subcontractors can be found in Appendix C of the DPA at <https://beunity.io/en/legal-notice/>
- 13.3. The Customer has the right to object to the inclusion of new subcontractors for legitimate reasons within 30 days of notification.

## 14. Intellectual Property Rights

- 14.1. All intellectual property rights to the services, the software "beUnity," the website, and the documentation regarding the services remain the property of the Provider.

## 15. Notices

- 15.1. All notices must be sent in writing to the addresses provided during the Customer's registration or on the Provider's website, unless a stricter form is legally required. Sending via e-mail meets the writing requirement. Notices from the Provider to the e-mail address provided by the Customer during registration are considered written notice in all cases.
- 15.2. The contracting parties are obliged to notify the other party immediately of any change of address (including e-mail); otherwise, notices sent to the last notified address are deemed legally effective.

## 16. Severability Clause

- 16.1. In the event of whole or partial invalidity of individual clauses of this agreement, invalid provisions shall be interpreted, supplemented, or replaced so that the economic purpose pursued by the invalid provision is achieved. The same applies if there are gaps in this agreement.

## 17. Jurisdiction & Choice of Law

- 17.1. The parties agree that all legal relationships arising from this contractual relationship shall be governed by the law of the Swiss Confederation, excluding the provisions of private international law (PIL) and the uniform UN Sales Convention (CISG).
- 17.2. For all disputes arising in connection with the execution of this contract, Horgen is agreed as the exclusive place of jurisdiction.

## 18. Appendix

- 18.1. All legal notices, appendices, references, and documents (e.g., imprint, privacy policy, GTC, terms of use, data processing agreement, TOM) of beUnity AG are clearly accessible at <https://beunity.io/en/legal-notice/>.