General Terms & Conditions



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meetyoo conferencing GmbH – General Terms and Conditions

(As at: 12.5.2022)

§ 1 General, conclusion of the contract

1. The general terms and conditions (hereinafter "GTC") of meetyoo conferencing GmbH (hereinafter "meetyoo") shall apply to all services provided by meetyoo to its contractual partner (hereinafter "customer or “client”). Deviating or supplementary terms and conditions of the customer do not apply, even without express objection by meetyoo. They are only binding if confirmed in writing by meetyoo.

2. In the event of any inconsistency between the provisions of these GTC and

the Contract and its schedules or ancillary agreements, the terms of the Contract and its schedules or ancillary agreements shall prevail.

3. The following applies to online contracts: sending the order to meetyoo, i.e. clicking on the "send order" button, constitutes a binding purchase request by the customer. The contract is concluded by the subsequent written order confirmation by e-mail from meetyoo.

§ 2 Services of meetyoo, availability

1. meetyoo provides conference services. The nature and scope of the services owed by meetyoo are determined by the contract and the associated service specifications or ancillary agreements.

2. The performance of the services for the client shall be carried out with the care, skill and prudence customary in the performance of such services by a qualified professional or firm.

3. meetyoo may use third party networks, facilities and technologies that are not owned or controlled by the contracting parties for the provision of the services to the customer.

4. If meetyoo agrees on the usability of the services by the customer at any time, meetyoo provides this service with an availability of 98.5%. The availability is calculated on the basis of the time allotted to the respective calendar month in the contractual period minus the maintenance times. meetyoo is entitled to carry out maintenance work for a total of five hours in the calendar month between 3:00 and 6:00 a.m. German time. During the maintenance period the services are not available.

§ 3 Client's responsibilities

1. The customer must provide the necessary technical infrastructure, in particular hardware, software, and telecommunications connection. Information on the requirements for the technical infrastructure necessary for the use of the services of meetyoo will be provided to the customer on request, insofar as this is not already included in the contract, the service specifications, or ancillary agreements.

2. The customer is obliged, within the scope of his possibilities, to check the proper provision of the service by meetyoo and to report any disruptions to meetyoo without delay.

3. The customer is prohibited from removing, altering, or concealing any copyright, trademark, or proprietary mark contained in or on the services of meetyoo, as well as from making any alterations to the services or products of meetyoo. This also applies to services and products of third parties of which meetyoo makes use in the context of its services to the customer (§2 paragraph 3). The use of the web pages and products of meetyoo or third parties is only permitted within the limits of copyright, trademark, patent, name and labelling rights and other industrial property rights. Duplication, processing, distribution and any kind of exploitation outside these limits require the prior written consent of the respective author or creator.

4. The customer is solely responsible for the content of his conferences, seminars or other online events which he organizes via meetyoo or with meetyoo products. The personal rights of third parties must be respected. The customer must ensure that no information is given, statements made, files posted or content communicated that violates applicable law or morality and, in particular, that glorifies violence, violates the rights of third parties or discriminates against persons on grounds of race, ethnic origin, gender, religion or belief, disability, age or sexual identity.

5. The customer undertakes to comply with the statutory provisions - in particular the German Federal Data Protection Act (BDSG) and the Data Protection Act of the European Union (DS-GVO) - when processing personal data. Supplementary regulations and information on this are provided in the meetyoo data protection declaration (https://meetyoo.com/en/data-security).

6. meetyoo shall be indemnified against all claims by third parties based on a culpable breach by the customer of the obligations contained in § 3 para. 3, para. 4 and para. 5. The customer must inform meetyoo immediately if he recognizes or should have recognized such a breach.

§ 4 Prices, payments

1. Price and service specifications as well as other declarations or assurances are only binding for meetyoo if they have been made or confirmed by it in writing. Unless otherwise agreed in writing, remuneration will be calculated on a time and material basis at meetyoo's prices valid at the time of conclusion of the contract.

2. All prices are Euro prices unless otherwise stated, and do not include value-added tax. This will be invoiced separately at the applicable rate in accordance with the applicable tax regulations.

3. meetyoo can invoice on a monthly basis. If services are remunerated on a time and material basis, meetyoo will document the nature and duration of

the services and transmit this documentation with the invoice. In the case of online contract conclusion, invoices and itemized bills (EVN) are provided in the customer portal (meetyoo services: https://portal.meetyoo.de, meetgreen services: https://portal.meetgreen.de) or on request by paper invoice (for a surcharge of 5 euros). The customer must ensure that the e-mail address deposited with meetyoo conferencing GmbH is deliverable in the event of invoice delivery via the portal for the notification e-mail and is regularly retrieved by the customer. Any changes to the delivery address must be notified immediately.

4. If the customer does not agree with an invoice or does not agree with it in part, the customer shall notify meetyoo within 14 calendar days of receipt of the invoice. Otherwise, the invoice is deemed to be accepted.

5. All invoices are due immediately and payable without deduction no later than 14 calendar days after receipt.

§ 5 Right of retention, set-off

1. A right of retention on the part of the customer, insofar as it is not based on the same contractual relationship, is excluded. meetyoo is entitled to avert the exercise of the right of retention by providing security - including a guarantee.

2. The customer may only set off claims that are undisputed or have become res judicata.

3. If the customer is in default of payment, meetyoo is entitled, without prejudice to other rights, not to provide the customer with any further services until the end of the default ("block"), after having given the customer prior notice of the block by setting a deadline of 10 days.

§ 6 Reservations of rights

meetyoo retains ownership and rights to be granted in respect of services until the remuneration owed has been paid in full.

§ 7 Use by third parties

1.The customer must protect his access to the services of meetyoo against unauthorized use by third parties. The customer is liable for any unauthorized use of his access insofar as he is at fault. The customer must inform meetyoo immediately if there is a reasonable suspicion of unauthorized use of his access.

2.The customer must pay the agreed prices for services provided by meetyoo on the basis of use by third parties authorized by him. He must also pay these prices for services provided by meetyoo on the basis of unauthorized use by third parties if the customer is responsible for this use.

§ 8 Confidentiality

1. The customer and meetyoo are mutually obliged for an unlimited period of time to maintain confidentiality about business and trade secrets or information designated as confidential that becomes known in connection with the performance of the contract. The contents of conferences and all data of the conference topics are considered confidential data.

2. The Parties shall not disclose Confidential Information to anyone without the written consent of the other Parties, except to employees, representatives, subcontractors or agents of a Party to the extent that they need to know the information in order to perform the Services and to the extent that they are bound by the same confidentiality obligation.

3. meetyoo and its employees are also prohibited from processing or otherwise using any information or data obtained for any purpose other than the purpose of fulfilling the respective task. This applies in particular to the execution of transactions in securities and derivatives.

4. The Parties shall use commercially reasonable efforts to ensure compliance with these confidentiality provisions by their employees, in the case of subcontractors or agents.

5. The provisions on confidentiality shall not apply to data which 1. was in the possession of a Party prior to the negotiations leading to this Agreement, 2. is already generally known or subsequently becomes so without breach by a Party of the provision of this Regulation, or 3. is disclosed in compliance with a legal provision or court order, provided that the other Party has been given reasonable notice of the legal provision or order.

§ 9 Interruption in the provision of services

1. If force majeure, strike, or another incapacity on the part of meetyoo or one of its vicarious agents through no fault of its own impairs compliance with deadlines ("disruption"), the deadlines shall be postponed for the duration of the disruption, if necessary including a reasonable restart phase. A contracting party must inform the other contracting party without delay of the disruption that has occurred in its area and the expected duration of the postponement.

2. If the expenditure increases due to a malfunction, meetyoo can demand remuneration for the additional expenditure, unless the cause lies outside the customer's area of responsibility and the customer is not responsible for the malfunction.

3. meetyoo is no longer obliged to perform if it no longer has the service owed. meetyoo undertakes to inform the customer immediately of the non-availability and to refund any consideration already received.

§ 10 Defects

Liability for only minor defects is excluded. The right to withdraw from the contract remains unaffected.

§ 11 Legal deficiencies

1. meetyoo shall only be liable for infringing on third-party rights through their services insofar the service is being used, in accordance with the contract and in particular, in the area of use contractually provided for.

2. meetyoo is liable for infringements of third party rights only within the European Union and the European Economic Area and at the place of

contractual use of the service.

3. If a third party asserts against the customer that a service provided by meetyoo infringes his rights, the customer shall notify meetyoo without delay. meetyoo and, if applicable, its subcontractors shall be entitled, but not obliged, to the extent permissible, to defend the asserted claims at their expense.

4. If a service provided by meetyoo infringes the rights of third parties, meetyoo will, at its own discretion and at its own expense, 1. procure for the customer the right to use the service or 2. make the service non-infringing or 3. take back the service with reimbursement of the remuneration paid for it by the customer (less reasonable compensation for use) if meetyoo cannot achieve any other remedy with reasonable effort. The interests of the customer will be adequately taken into account.

§ 12 Limitation period

Claims for defects shall become statute-barred within one year from the statutory commencement of the limitation period. This does not apply to claims according to § 438 paragraph 1 No. 2 BGB and § 634a paragraph 1 No. 2 BGB.

§ 13 Limitation of liability

1. meetyoo is liable for damages arising from injury to life, body or health in accordance with the statutory provisions.

2. meetyoo is only liable for other damages if these are based on an intentional or grossly negligent breach of duty by meetyoo or a legal

representative or vicarious agent of meetyoo.

3. meetyoo is not liable for slight negligence unless an essential contractual obligation (cardinal obligation) is violated. In these cases, however, liability is limited to the foreseeable damage typical of the contract.

4. meetyoo is not liable for such damages which can be excluded if the customer carries out a proper data backup.

5. meetyoo is not liable for the compatibility of its services with technical equipment for which the customer is responsible (section 3.1).

6. If meetyoo uses third party networks, facilities and technologies that are not owned or controlled by the contracting parties (section 2.3) for the provision of the services to the customer, these third parties are liable to the customer only to the extent that meetyoo would be liable to the customer under these GTC.

7. If, for the provision of services to the customer, meetyoo uses networks, facilities, and technologies of third parties that are not owned or controlled by the contracting parties (clause 2.3), meetyoo shall only be liable in a subordinate manner for damages arising therefrom. The customer must first assert his damages in court against the third party. Any claims of meetyoo against the third party, which are necessary for the assertion of the damage of the customer against the third party, are assigned by meetyoo to the customer for this purpose. meetyoo is obliged to make available to the customer all necessary information and documents. Only if and insofar as the customer is unable to obtain compensation for the damage from the third party can the customer claim the damage from meetyoo. The provisions of these GTC in other respects also apply to this.

8. The above applies accordingly to claims for reimbursement of expenses and other liability claims (consequential harm caused by a defect, loss of profit, etc.) of the customer against meetyoo.

9. Liability under the Product Liability Act remains unaffected.

10. If the scope of application of § 70 TKG (Telecommunications Act) is opened, the provisions therein apply to financial losses insofar as a limitation of liability of meetyoo does not already exist through the provisions of clauses 13 and 14.

§14 Limitation of liability

1. If meetyoo is in default with the provision of the service, the compensation for damages and expenses of the customer is limited to 0.5% of the price for the part of the service that cannot be used due to the default for each complete week of the default. The liability due to delay is limited to a maximum of 5% of this price in total.

2. For each individual case of damage, liability shall be limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year, but not to less than € 50,000.00. The parties may agree on further liability against separate remuneration when concluding the contract.

3. Section 14 (1) and (2) of these GTCs shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health. § 13 Para. 9 and Para. 10 shall also apply here.

§ 15 Termination

The contract may be terminated by the contracting parties in accordance with the contractual agreements or the statutory provisions. Any termination must be in writing to be effective.

The contract may be terminated by the other party without notice for good cause if an application for the opening of insolvency or composition proceedings has been filed against the assets of the party.

§ 16 Written form

All amendments and additions to contractual agreements must be made in writing. This also applies to the cancellation or amendment of the written form requirement.

§ 17 Applicable law, place of jurisdiction

The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

In the case of contracts with merchants, legal entities under public law, or a special fund under public law, the place of jurisdiction shall be Berlin-Charlottenburg.

§ 18 Severability clause

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or of the contract

itself.

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