

General Terms and Conditions

PRECIRE Technologies GmbH

Product Subscriptions

1. Scope of Application of the T&C

1.1 These T&C apply to consumers within the meaning of Sec. 13 BGB (German Civil Code). A consumer is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to their commercial nor to their self-employed professional activity.

2. Performance, Purchase and Provision of the Subscription

2.1 PRECIRE Technologies GmbH (hereinafter: PRECIRE) provides web-applications, add-ins or plug-ins (e.g., for MS Office) with which the purchaser can analyze the linguistic effect of texts. For this purpose, it is necessary to register to the web-application or to install the respective add-in or plug-in in the respective product (e.g., MS Outlook, MS Word) and to establish a connection via the internet to PRECIRE's Cloud Service/SaaS to perform the analysis.

2.2 The purchaser has the option of purchasing, i.e. via internet and browser, on a page provided by PRECIRE, a subscription for the use of one or more digital products (e.g., add-ins for MS Office) for the price shown. The respective subscription is made available to the purchaser at the price shown online after the payment process has been completed.

2.3 The contract is concluded directly with PRECIRE when the purchaser registers, agrees to these T&C and the Privacy Policy (<https://precire.com/data-protection/?lang=en>) and waives their right of cancellation and pays the subscription fee in advance for the specified service period (unless otherwise agreed: monthly).

2.4 PRECIRE sends the purchaser an order confirmation by e-mail with the essential contract data for the paid subscription. Products or services provided may only be used by those purchasers to whom the products or services have been assigned. The purchaser must ensure that the access data is protected from third party access.

3. Trial Subscriptions

3.1 PRECIRE may itself or via third parties provide free trial subscriptions (e.g., "free trials," "freemium") or reduced-price trial subscriptions, which may be limited in the scope of services. There is no entitlement to the provision or use of trial subscriptions or reduced-price subscriptions.

3.2 Free trial subscriptions expire at the end of the free subscription period unless a purchaser actively orders a paid subscription.

3.3 Reduced-price trial subscriptions continue at the normal price after the end of the reduced-price subscription period.

4. Fees and Payment Methods, Price Increases, Subscription Renewal and Cancellation

4.1 The purchaser pays the fees shown online to PRECIRE exclusively via the payment methods provided by PRECIRE.

4.2 Credit card: To be able to use the "credit card" payment method, the purchaser must send their credit card details to PRECIRE when placing the order. Once the purchaser has been authenticated as the legitimate cardholder, PRECIRE requests the credit card company to initiate the payment transaction. The payment transaction is carried out automatically by the credit card company and the card used by the purchaser is charged.

4.3 PayPal: To use the "PayPal" payment method, the purchaser is required to be registered with the payment provider PayPal and to be able to authenticate themselves with their user data. During the ordering process, the purchaser is redirected to the website of the payment service provider PayPal. After confirmation of the payment order to PRECIRE and completion of the order by the purchaser, PRECIRE requests PayPal to initiate the payment transaction.

4.4 PRECIRE TECHNOLOGIES reserves the right to increase the fees/prices of its products at the beginning of a new contract period. PRECIRE TECHNOLOGIES will inform purchasers of this at least three months before the new fees/prices become effective.

4.5 The paid subscription and the purchaser's payment obligation associated with it is automatically renewed at the end of each subscription period, unless the purchaser cancels the paid subscription before the end of the current subscription period. The cancellation becomes effective at the end of the last day of the current subscription period.

5. Cancellation

If a purchaser does not effectively waive their right of cancellation, a purchaser residing in or a permanent resident of Germany can make use of their **legal right of cancellation**. The following applies in this case:

CANCELLATION POLICY

A purchaser has the right to cancel the contract concluded between PRECIRE and the purchaser within fourteen days from the date of purchase (cancellation period) without giving reasons (Sections 355, 356 BGB).

The purchaser exercises their right of cancellation by sending a concise written statement to PRECIRE (e.g., by letter to PRECIRE Technologies GmbH, Charlottenburger Allee 40, 52068 Aachen, Germany, or by e-mail to support@precire.com) giving notice of cancellation. Purchasers have the option of using the following sample cancellation form. The form below is not binding. The receipt of cancellation will be confirmed to purchasers by e-mail. The cancellation period shall be deemed to have been observed if notification of the exercise of the right of cancellation is sent before expiry of the cancellation period.

Consequences of cancellation

In the event of cancellation, PRECIRE will refund to the purchaser all payments received from the purchaser within fourteen days of the date on which PRECIRE received notification of cancellation of the contract. For this refund, PRECIRE will use the same payment method that was used by the purchaser at the time of purchase. The refund is in any case free of charge.

To PRECIRE Technologies GmbH, Charlottenburger Allee 40, 52068 Aachen, Germany, e-mail: support@precire.com

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Delete as applicable

6. Discontinuation of Service Provision

6.1 PRECIRE is entitled to discontinue the provision of its services and to block access to them if the purchaser is in default of payment. The purchaser's obligation to pay shall also continue to apply for the blocked period.

7. Scope of Use

7.1 The purchaser may only use the products or services for non-commercial purposes. The right of use is not exclusive, non-transferable or sub-licensable.

7.2 All rights to the purchaser's data remain with the purchaser and are only used by PRECIRE to provide the respective service to the purchaser. To this end, the purchaser grants PRECIRE the right to temporarily store, modify, edit, translate and transmit the data. The same applies to PRECIRE's suppliers or vicarious agents, insofar as this is necessary for the provision of the contractually agreed services.

7.3 The purchaser may voluntarily grant PRECIRE the non-exclusive right to make their data available to PRECIRE also beyond the scope specified in clause 7.2 to improve PRECIRE's technology (e.g., creation of references, further development of the AI or of algorithms, development of the user interface, etc.). Authorization to this effect is requested during the ordering process. The purchaser may revoke any authorization granted at any time by sending a simple e-mail to support@precire.com.

7.4 If PRECIRE has reasonable grounds to suspect that the purchaser misuses the products or services, PRECIRE may temporarily or permanently suspend services to that purchaser and block their access. In particular, misuse is use for commercial purposes, spamming, the processing of data without authorization, any attempt to disrupt the products or services outside normal use and any other attempt to compromise the products or services. Clause 6.1 shall apply accordingly.

8. Updates, Suspension of Services

8.1 PRECIRE reserves the right to update the products and services provided if necessary (e.g., if analysis is improved due to new sources of knowledge). There is no obligation to update. PRECIRE will inform the customer at its own discretion in the event of any substantial changes.

8.2 If PRECIRE intends to no longer offer individual or all of its products and services in the future, PRECIRE will notify the purchaser of this in good time. Excluded from this are modifications and updates within the meaning of clause 8.1.

8.3 PRECIRE may use the assistance of third parties to provide updates or to ensure the basic technical availability of products and services.

9. Location, Support, Defects and Faults

9.1 The services are provided using a data center located in the European Union (<https://azure.microsoft.com/de-de/global-infrastructure/locations/>). PRECIRE TECHNOLOGIES reserves the right to use a data center at another GDPR-compliant location after giving reasonable advance notice.

9.2 PRECIRE rectifies faults and defects after notification. The purchaser can contact support@precire.com in the event of faults.

9.3 For a defect or malfunction report, the purchaser must:

- Report the defect or fault immediately
- Provide their contract identification/customer number
- Write a brief report (description of the defect or fault, work steps for triggering the fault, effects, screenshots where appropriate) and provide other useful information

10. Collaboration, Other Duties to Cooperate

10.1 The purchaser is solely responsible for the implementation or installation of the product and for its operation and maintenance, including compliance with all applicable laws, regulations and other third party requirements.

10.2 The purchaser is responsible for compliance with all technical requirements specified on the product web page.

10.3 The parties to the contract are aware that electronic and unencrypted communication (e.g., by e-mail) is associated with potential security risks. When using this type of communication, they will therefore not assert any claims that are based on the absence of encryption, unless this was otherwise agreed in an individual contract.

11. Personal Data, Order Processing Agreement

The purchaser assures that they shall not process any personal data or special personal data of third parties with the products or services provided by PRECIRE.

12. Liability

Sample Cancellation Form

- 12.1 PRECIRE shall be liable to the purchaser for damages caused intentionally or grossly negligently by PRECIRE, its legal representatives or vicarious agents in accordance with the Product Liability Act as well as for damages resulting from injury to life, body or health for which PRECIRE TECHNOLOGIES, its legal representatives or vicarious agents are responsible.
- 12.2 PRECIRE shall not be liable for slight negligence unless a material contractual obligation has been breached, the performance of which is essential for the proper execution of the contract or the breach of which puts the performance of the contractual purpose at risk and the observance of which the purchaser can regularly rely on.
- 12.3 This liability is limited to contract-typical and foreseeable damage in the case of material damage and financial loss. This also applies to lost profits and missed savings. Liability for other remote consequential damages is excluded.
- 12.4 Insofar as the liability of PRECIRE is excluded or limited, this also applies to the personal liability of its employees, workers, representatives and vicarious agents.
13. **Miscellaneous**
- 13.1 The General Terms of Contract, together with an online purchase or order and the services selected, constitute the entire agreement between PRECIRE and the purchaser and the associated ancillary services.
- 13.2 German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.3 The purchaser shall be notified in an appropriate manner of any changes to the GTC during the term of contracts. These changes are regarded as approved and become effective if the purchaser does not make use of their ordinary right of cancellation following notification.
- 13.4 The EU Commission provides a platform for online dispute resolutions (ODR platform). It can be accessed at <https://ec.europa.eu/consumers/odr/>. PRECIRE does not participate in dispute resolution procedures before a consumer dispute resolution agency.

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