General Terms and Conditions

app.papershift.com

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§1 Scope, Application of the General Terms and Conditions

1) Papershift GmbH, Amalienbadstraße 41d, 76227 Karlsruhe, Germany, registered in the commercial register of Karlsruhe under number HRB 722151 (hereinafter referred to as "Papershift"), offers its Customers services in the area of personnel planning via app.papershift.com (hereinafter referred to as the "Internet Platform"). After registration, Customers can subscribe to the services offered by Papershift via the Internet Platform according to the respective valid Service Packages.
2) These General Terms and Conditions apply to all services offered by Papershift via the Internet Platform.
3) Conflicting or deviating general terms and conditions of the Customer are expressly not recognized, unless Papershift expressly agrees to their validity in writing. This also applies if the Customer accepts an offer from Papershift with reference to its own deviating contractual terms and Papershift does not object. Even if Papershift refers to a (possibly electronic) letter containing or referring to general terms and conditions of the Customer or a third party, this does not constitute consent to the validity of these general terms and conditions. The inclusion of such terms and conditions of the Customer is hereby rejected.

§2 Object of the Service, Addressee

1) The object of the services offered by Papershift is the functionality of the Internet Platform in the area of personnel planning in its respective current version; depending on the platform version and the subscribed Service Packages, this may include, for example, service and shift planning, absence planning and time recording (collectively referred to as "Contractual Services").
2) Data backup is not part of the Contractual Services. The Customer shall at all times be solely responsible for backing up data and content that it, its employees or other third parties acting on its behalf upload or create on the Internet Platform (hereinafter referred to as "Customer Data") and shall regularly download and back up such data itself with due care and diligence. Depending on the services booked, Papershift provides the Customer with tools for downloading data collectively via the customer

account. The Customer shall store the data backups in such a way that they can be accessed at any time and independently of the Internet Platform. Papershift shall only be liable for the loss of Customer Data if such loss could not have been avoided by appropriate data protection measures on the part of the Customer.

3) The services of Papershift are directed exclusively at entrepreneurs in the sense of Sec. 14 BGB (German Civil Code). Papershift reserves the right to verify the entrepreneurial status of the Customer (e.g. by requesting the sales tax identification number).

§3 Registration, Conclusion of License Agreement, Storage of License Agreement

1) Prerequisite for the conclusion of a License Agreement on the use of the Internet Platform ("License Agreement") is the registration of the Customer. By registering, the Customer assures that they are a entrepreneur within the meaning of Sec 14 BGB (German Civil Code) and that they are registering on the Internet Platform in this capacity. A breach of the aforementioned assurance entitles Papershift, without prejudice to its other rights, to terminate the License Agreement with the Customer without notice for good cause.
2) The Customer may only register through an authorized person or representative. Papershift reserves the right to make the conclusion of a License Agreement dependent on the presentation of proof of authorization, without, however, being obliged to check the identity and authorization of the person acting on behalf of the Customer.
3) The registration process is completed by the Customer by filling out and submitting the registration form on the Internet Platform. The data required for registration must be provided by the Customer completely and truthfully. By clicking on the registration button, the Customer submits an offer for the License Agreement in accordance with the provisions of these General Terms and Conditions. The License Agreement is concluded by Papershift's acceptance of this offer in accordance with the following section (4). The Customer has no claim to the conclusion of the License Agreement.
4) Acceptance of the License Agreement shall take place by means of a separate e-mail containing the agreement terms including these General Terms and Conditions. Papershift will not store the agreement terms for the Customer.
5) The conclusion of the License Agreement itself is free of charge for the Customer. The Subscription of Service Packages subject to a charge is made separately according to Sec. 4 below.

§4 Customer Account, Subscription to Service Packages

1) Upon conclusion of the License Agreement, the Customer receives access to the Internet Platform through the provision of a customer account. The conclusion of the License Agreement and the provision of the customer account expressly does not constitute a right to use services in the area of personnel planning within the functionalities of the Internet Platform.

2) However, the Customer has the option of booking such services bindingly ("Subscription") as part of the Service Packages offered by Papershift (for a fee) via the customer account and within the framework of the existing License Agreement. The Customer may choose from the respective Service Packages and may also subscribe to more than one Service Package. The Service Packages contain information on the specific scope of services, the term, costs and payment due dates (collectively "Service Features"). As far as Papershift gives the Customer the option to upgrade or downgrade the number of licenses in a Service Package during the agreed term, a downgrade of the number of licenses during the agreed term is waived in cases where Papershift has agreed with the Customer on a prepayment with a discount on the payment for the Service Package. In addition to the Service Features, the provisions of these General Terms and Conditions shall apply. In case of contradiction, the Service Features shall prevail. There is no right to book certain Service Packages.

3) If the Customer wishes to subscribe to a Service Package, the Customer shall submit a corresponding offer by clicking on the "Subscribe" button or (in the case of Service Packages subject to a charge) on "Subscribe for a Fee". The Subscription becomes effective upon acceptance of the offer by Papershift. The acceptance of the offer will be made by means of a separate e-mail, which will also contain the Service Features of the Service Package.

4) The termination of Subscriptions (e.g. due to expiration or cancellation) does not lead to the termination of this License Agreement. Ordinary termination of Subscriptions requires the text form and is only possible if expressly provided for in the Service Features. The right to extraordinary termination for good cause remains unaffected. An important reason in the view of Papershift is, in particular, if the Customer is in arrears with an agreed payment and does not remedy the arrears even after a reminder with a reasonable period of at least 2 (two) weeks.

5) The Subscription of Service Packages is no longer possible as soon as one of the parties has declared the termination of this License Agreement.

§5 Agreement Term, Termination

1) The License Agreement is concluded for an indefinite period of time. It is independent of any Subscriptions. The termination of one or all current Subscriptions does not affect the existence of the License Agreement.

2) This License Agreement may be terminated by either Party in writing at any time without giving reasons. The notice period is 30 (thirty) days to the end of the month, but the License Agreement ends at the earliest with the termination of the last subscribed Service Package.

3) The right to extraordinary termination for good cause remains unaffected. In the event of an extraordinary termination of this License Agreement for good cause, all current Subscriptions also end with the termination of this License Agreement. In the opinion of Papershift, good cause exists in particular if the Customer

    a) is in arrears with an agreed payment and does not remedy this arrears even after a reminder with a reasonable period of at least 30 (thirty) days,

    b) violates an obligation from Sec. 9(2), (3) or Sec. 10(3) and does not remedy the violation immediately after a warning from Papershift, or

    c) has not registered as an entrepreneur.

§6 Prices and Payment

1) The prices for Service Packages are based on the conditions specified therein. Unless expressly agreed otherwise, the following shall apply:

    a) Prices for services that are subscribed to within a certain period are due at the beginning of this period.

    b) The crediting of the respective amount to the bank account specified by Papershift is decisive for the observance of payment dates and periods.

    c) Invoices from Papershift are payable within 2 (two) weeks without deduction.

d) All prices are net prices plus sales tax (where applicable) at the time of payment.

2) In the event of delayed payment, Papershift may, without prejudice to its other rights, charge interest on arrears in accordance with Sec. 288 (2) BGB (German Civil Code). The crediting of the invoice amount to the bank account specified by Papershift is decisive for the calculation of default interest.

§7 Availability of the Internet Platform, Place of Performance

1) The availability of the Internet Platform is determined as follows:

a) Papershift will carry out necessary maintenance work on the Internet Platform between 23:00 hrs and 6:00 hrs Central European Time ("Maintenance Window"). During the Maintenance Window the Internet Platform may be partially or completely unavailable.

b) Papershift provides the Internet Platform with an online availability of at least 99% per calendar quarter. Maintenance Window times are not included in the availability calculation.

c) Papershift may also restrict access to the Internet Platform outside of maintenance windows if so required for the security of platform operation or maintenance of network integrity, in particular the avoidance of serious disruptions to the network, software or stored data.

d) Papershift shall inform the Customer at least 4 (four) hours in advance of planned servicing work that will affect the availability and last longer than 10 (ten) minutes by means of a notification in the customer account.

2) The point of delivery of the services of Papershift is the interface between the servers on which the Internet Platform is hosted and the Internet.

§8 Modification of Services, Updates

In the interest of all platform users, Papershift is constantly striving to improve and expand the Internet Platform in order to continuously increase the benefits for its Customers. Papershift therefore expressly reserves the right to further develop the Internet Platform during the term of the License Agreement. In the course of such further development, Papershift may, for example, change the appearance of the front-end, modify, add and remove functionalities and adapt designs, input masks and

other components of the front-end and back-end (collectively "Platform Updates"). The Customer has no right to Platform Updates, nor any right to continue using a particular version of the Internet Platform. The Customer cannot derive any claims against Papershift from Platform Updates, as long as the functionality booked by the Customer does not cease to exist or is not significantly limited and the Customer does not suffer any unreasonable disadvantages in the use of the Internet Platform.

§9 Obligations When Using the Customer Account

1) The Customer is obliged to choose a secure password for his customer account during registration. A secure password contains upper and lower case letters as well as special characters and numbers.

2) The Customer must keep the access data to their customer account confidential and protect it from access by unauthorized persons by means of state-of-the-art measures. If the Customer becomes aware of unauthorized access to their access data or their customer account, or if facts give rise to such a suspicion, they must inform Papershift immediately.

3) The Customer is entitled to grant third parties ("Employees") access to their customer account in accordance with the Service Packages they have booked. The Customer remains the sole Contractual Partner of Papershift. There is no contractual relationship between the Customer's Employees and Papershift.

4) The Customer is liable to Papershift for the conduct of Employees to whom they grants access to their customer account. Violations of the Customer's obligations under these General Terms and Conditions by such Employees shall be attributed to the Customer. The Customer is responsible to Papershift for ensuring that these Employees act in accordance with the Contract and do not violate these General Terms and Conditions, laws and/or the rights of third parties in connection with the use of our Contractual Services. Violations of these provisions by Employees shall be attributed to the Customer, who shall be the contractual opponent of Papershift in these cases.

§10 Customer Data, Rights of Use

1) Papershift operates the Internet Platform as a technology service provider within the scope of a software-as-a-service offering. Papershift has no influence on Customer

Data or its creation, transmission and use and therefore regards such data and content as external.

2) In order to enable Papershift to provide the Contractual Services, the Customer grants Papershift a limited, geographically unrestricted and non-exclusive right to store, reproduce and make publicly accessible, including the right to sub-license, copyrighted Customer Data for the duration of the License Agreement and any retention obligations of Papershift, insofar as this is necessary for the fulfillment of Papershift's contractual obligations.

3) The Customer undertakes to

   a) only upload and create data on the Internet Platform that does not violate legal provisions or the rights of third parties,

   b) ensure that the uploading of data and the granting of rights of use in accordance with Sec. (2) as well as the use of the Internet Platform by the Customer does not violate any legal provisions or the rights of third parties.

4) The Internet Platform is expressly not intended for the storage and management of special categories of personal data within the meaning of Art. 9 EU General Data Protection Regulation (GDPR). The Customer undertakes not to store or process such data on the Internet Platform. If the Customer violates the foregoing obligation and suffers damages (e.g. due to data loss, transfer, alteration or consequences of data protection violations), Papershift shall only be liable if and insofar as liability would also have existed in the case of data that does not constitute special categories of personal data within the meaning of Art. 9 GDPR.

§11 Data Protection

Papershift strictly complies with applicable data protection laws. The Customer is responsible for the personal data it collects, processes or uses. Where required by law, the Parties shall enter into data protection agreements. The relevant documents are available for download at www.papershift.com/en/data-security. The conclusion of such agreements represents an essential contractual duty. If the Customer refuses to conclude such legally required agreements, Papershift is entitled to discontinue all affected services and to delete stored personal data and to terminate the License Agreement with the Customer after a reasonable period of time. Questions regarding data protection should be directed to datenschutz@papershift.com.

§12 Papershift's Rights in the Event of Breach of Duty, Compensation, Ensuring Platform Operation

1) Irrespective of its other rights, Papershift is entitled to block the Customer's account if

   a) Papershift is entitled to extraordinary termination of this License Agreement in accordance with these General Terms and Conditions,

   b) the Customer is more than 30 (thirty) days in arrears with payments due under this License Agreement (including any subscribed Service Packages), despite a prior reminder,

   c) the Customer violates one or more of its obligations under Sec. 9(2), (3) or Sec. 10 paragraph(3), or

   d) the Customer's account is accessed by unauthorized third parties without Papershift being responsible.

   The account will be blocked until the reason for blocking no longer exists or until the end of this License Agreement. The Customer cannot derive any rights against Papershift from the blocking of the account according to this paragraph.

2) The Customer shall indemnify and hold Papershift harmless from and against any and all claims by third parties based on a culpable breach of the Customer's obligations under Sec. 9 and 10 of these General Terms and Conditions or its data protection obligations or based on any other contrary to contract or unlawful use of the services offered by Papershift by the Customer or their Employees or with their consent. This includes the assumption of the costs of legal defense of Papershift (including court and attorney's fees in the statutory amount). If the Customer recognizes or has to recognize that an infringement is imminent, they are obliged to inform Papershift immediately.

3) In the event of a claim by a third party, the Customer is also obligated to immediately, truthfully and completely provide Papershift with all information necessary for the

examination of the claim, also with regard to indemnification and defense, upon first request.

4) Claims by Papershift against the Customer exceeding the aforementioned claims and rights remain unaffected.

§13 Subcontractors, Assignment of Rights and Duties

1) Papershift is entitled to transfer its performance obligations under the License Agreement to third parties or to engage subcontractors and to assign claims against the Customer to third parties. Papershift remains responsible for the contractual performance towards the Customer.

2) An assignment of rights and duties from this License Agreement by the Customer to third parties is only permitted with the prior express consent of Papershift.

§14 Set-off

The Customer is only entitled to set-off if their counterclaims have been legally established or are undisputed or have been acknowledged in writing by Papershift. However, the Customer is also entitled to set-off against claims by Papershift without the aforementioned restriction if they assert defects or counterclaims from the same License Agreement.

§15 General Limitation of Liability

Papershift's liability, regardless of the legal basis, is governed exclusively by the following provisions.

1) Papershift is only liable for intent and gross negligence. In case of slight negligence, Papershift is only liable for the breach of a material contractual duty, the fulfillment of which is essential for the proper execution of the License Agreement and on the fulfillment of which the Customer may regularly rely (cardinal duty). In this case, Papershift is only liable for foreseeable damages, the occurrence of which must typically be expected. This also applies to lost profits and missed savings.

2) The limitation of liability of Papershift does not apply in case of loss of life, limb and/or health and in case of liability according to the German Product Liability Act (ProdHaftG).

3) Papershift is not liable for events of force majeure which make the performance of the contract impossible or which only make the proper performance of the License Agreement considerably more difficult or temporarily more difficult. Force majeure includes all circumstances beyond the control and influence of the Parties to the License Agreement, such as terrorist attacks, embargoes, confiscation, natural disasters, strikes, government decisions or other serious and unforeseeable circumstances beyond the control of the Parties. A circumstance shall only be considered force majeure if it occurs after the conclusion of the License Agreement.

4) Furthermore, Papershift is not liable for disruptions and quality losses of data transmission in the Internet for which Papershift is not responsible and which impede or prevent the use of functions of the Internet Platform or services available thereon.

5) Insofar as the liability of Papershift is excluded or limited, this also applies to the liability of employees, other staff, representatives and vicarious agents of Papershift.

§16 Modification of these General Terms and Conditions

Papershift reserves the right to amend these General Terms and Conditions without giving reasons and in accordance with the following procedure: The amended General Terms and Conditions will be sent to the Customer at the email address provided by the Customer during registration. If the Customer does not object within 2 (two) weeks after receipt of the aforementioned e-mail, the Customer shall be deemed to have accepted the respective changes. Papershift will expressly draw the Customer's attention to the importance of the deadline set in the email containing the amendments. If the Customer objects to the amendments within this period, Papershift is entitled to terminate this License Agreement in accordance with the provisions of Sec. 5 of these General Terms and Conditions.

§17 Final Provisions

1) The language of this License Agreement is English, all declarations and communications are in English. The Parties shall ensure that their contact persons are proficient in the English language.

2) The License Agreement and all contracts concluded between Papershift and its Customers shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

3) Exclusive place of jurisdiction for all disputes arising from or in connection with the contractual cooperation between the parties is, to the extent permitted by law, the court responsible for the registered office of Papershift.

4) Should individual provisions of these General Terms and Conditions or of contracts or agreements concluded between the Parties be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. Instead, the Parties shall endeavor to agree on a replacement provision that comes as close as possible to the invalid or unenforceable provision in a legally permissible and economically feasible manner. The foregoing provisions shall apply mutatis mutandis in the event that provisions prove to be incomplete.