# General Terms and Conditions ("GTC")

(version 4.5.2021)

**1. Introduction** 1.1. The Cikumas GmbH, a Swiss corporation with registered offices in Kilchberg, Switzerland and domicile at Seestrasse 40-42, 8802 Kilchberg, Switzerland ("Cikumas GmbH") provides services (the "Services") described on its apps or websites through the Cikumas GmbH products to customers (the "Customer"). 1.2. By opening an account on the one of our Services and/or using the Services, you agree to be bound by these General Terms and Conditions (the "GTC") and other policies such as the privacy policy (the "Policies") available on https://classowl.com/privacy/. 1.3. Cikumas GmbH reserves the right to make unilateral modifications to these GTC and will provide notice to the Customer of these changes. Changes will not apply retroactively. If the Customer does not agree to the modified terms, the Customer must discontinue using the Services.

**2. Services** 2.1. The Services of Cikumas GmbH products to its Customers include:

a. the provision of software for use via the Internet ("Software as a Service" / "SaaS") b. the storage of customer data (data hosting); c. support services; d. other services agreed between the parties. 2.2. The Customer's access to the Service is limited to the number of users (the "Authorised Users") set out in the subscription (the "Subscription") of the Customer. 2.3. The Customer will obtain consent from all Authorised Users (including their parents / guardians or through a partner) to Customer's access, storage, monitoring, use or disclosure of this data and to Cikumas GmbH's providing the Customer with the ability to do so. Such consent shall be voluntary, express and informed. 2.4. The Customer will at its own expense respond to questions and complaints from its Authorised Users or third parties relating to the Customer's or its Authorised Users' use of the Service. Customers will use commercially reasonable efforts to resolve support issues brought to its attention on its own, without escalating them to the Cikumas GmbH.

**3. Software Usage Right** 3.1. For the duration of this contract, the Cikumas GmbH shall make the current version of its Services available to the Customer via the Internet for a fee. For this purpose, the Cikumas GmbH stores the Services on a server that can be accessed by the Customer via the Internet. 3.2. The Cikumas GmbH is constantly developing the Services further and will improve them through ongoing updates and upgrades. The current range of functions results from the service description on the apps or websites. 3.3. The Cikumas GmbH continuously monitors the functionality of the Services and eliminates software errors according to technical possibilities. An error exists in particular if the software that does not fulfil the functions specified in the service description, delivers incorrect results or does not function properly in some other way, so that the use of the Services is impossible or considerably restricted.

3.4. The Cikumas GmbH grants the customer the non-exclusive and non-transferable right to use the Services as intended within the scope of the SaaS for the duration of the contract. 3.5. The Customer may not copy or edit the Services, unless the Cikumas GmbH has expressly permitted it. In particular, even temporary installation or storage of the software on data carriers (hard disks or similar) of the hardware used by the Customer (with the exception of RAM) is prohibited. 3.6. The Customer is aware of the special requirements to its own hardware and software (including other licenses) imposed by use of the Service, and accepts all risks for the functionality of its own hardware and software, including the network solutions of the Service directly or indirectly interface with it. The Cikumas GmbH is not responsible for the compatibility between the Service and the Customers software and / or hardware. 3.7. The Cikumas GmbH may deliver information to the Customer regarding products, services and tools of the Cikumas GmbH and third parties associated with the Cikumas GmbH. This information can be submitted by e-mail or posted on the Website.

**4. Data Hosting** 4.1. The Cikumas GmbH provides the Customer with a storage space on a server in Switzerland and/or the EU for storing its data. 4.2. The Customer undertakes not to store any content on the storage space, the provision, publication and use of which violates applicable law or agreements with third parties. 4.3. The Cikumas GmbH ensures that the stored data can be accessed via the Internet within the scope of technical possibilities. 4.4. The Cikumas GmbH is obliged to take appropriate and reasonable precautions against data loss and to prevent unauthorised access to the Customer's data by third parties within the scope of technical possibilities. For this purpose, The Cikumas GmbH will make regular backups, use only encrypted data communication between Cikumas GmbH services and the customer. 4.5. In any case, the Customer remains solely entitled to the data and can therefore request the Cikumas GmbH to surrender individual or all data during the term of the contract without the Cikumas GmbH having a right of retention. The Customer has no claim to the software suitable for the use/use of the data. 4.6. After termination of the contract, the Customer is entitled to demand the surrender of his data under the above provisions for a period of one month (from the date of termination). The Cikumas GmbH is not obliged to store the Customer's data beyond this period. If a Customer requests the surrender of data after the one-month period has expired and if these are still available, the Cikumas GmbH will surrender the data to the customer after payment of the actual costs incurred.

**5. Duties of the Customer** 5.1. The Customer undertakes to prevent unauthorised access to the Services by third parties by taking appropriate precautions. For this purpose, the Customer will, if necessary, inform the Authorised Users, its employees and other relevant parties of compliance with copyright law. 5.2. The Customer is responsible for the appropriate configuration by each Authorised User of the Service's security settings to prevent any unauthorised access to or use of the Service. Any unauthorised use must be terminated and reported to the Cikumas GmbH immediately. 5.3. The Customer is responsible for entering and maintaining the data and information required for using the Service. 5.4. The Customer shall not use the Service to store, distribute or transmit viruses or any other unlawful and / or harmful

material or use the Service in any manner that threatens the integrity, performance or availability of the Service. 5.5. The Customer undertakes to take measures to keep the account names and passwords secret and not to make them accessible to third parties. 5.6. The Customer must immediately inform the Cikumas GmbH of any unauthorised use of account names and passwords or other attacks on security. In such cases the Cikumas GmbH will, in agreement with the Client, change the corresponding account names and passwords of the Customer. 5.7. The Customer shall take all measures necessary, at the Cikumas GmbH's discretion, to maintain or improve the security of data, software and network connections.

**6. Support & Customer Service** 6.1. The Cikumas GmbH will answer the Customer's enquiries about the Services within the business hours published on the website as soon as possible after receipt of the respective question.

**7. Availability and Response Time** 7.1. The Customer acknowledges that a 100% uptime of the Services may not be guaranteed. Interruptions may occur such as during updating, maintenance and Internet connectivity issues. The annual average guarenteed availability of the Service is 95%. 7.2. The basic functions of the Services are monitored daily. The Services are generally maintained during the business hours published on the website. In the event of serious errors - the use of Services is no longer possible or considerably restricted - maintenance is usually carried out within 12 hours of knowledge or notification by the Customer. 7.3. The Cikumas GmbH will inform the customer in good time about the maintenance work and carry it out as quickly as possible.

**8. Service Fee** 8.1. The Customer shall pay the Service Fee as specified in the Subscription (adding any applicable VAT). 8.2. The Cikumas GmbH will send the Customer a statement of the contractually owed fee. 8.3. The Cikumas GmbH is entitled to adjust the fees and service contents by notifying the customer in writing at the next possible termination date. Reasons for such a change in performance are in particular technical progress and the further development of the Services. If the Customer does not wish to continue the contract at the changed rates, he is entitled to extraordinary termination with 14 days' notice at the time of the change. 8.4. Upgrade: The customer undertakes to use the Services only to the extent of the agreed services. If the required number of Authorised Users exceeds the number defined in the Subscription, the fee will be adjusted accordingly by the Cikumas GmbH in accordance with the current price list at the time. 8.5. Downgrade: a downgrade is possible on the next possible termination date, unless prior approval by the Cikumas GmbH.

**9. Term and Termination** 9.1. The contractual relationship begins (i) with the login and registration by the Customer, (ii) upon receipt by the Cikumas GmbH of the contract signed by the Customer, or (iii) upon receipt of a written order confirmation from the Cikumas GmbH by the Customer. 9.2. Subscriptions without minimum duration are concluded for an indefinite period of time and can be terminated by either party by giving one month's notice at the end of each month. 9.3. Subscriptions with a defined time period are concluded for the time period

specified in the Subscription. If one party does not cancel at least 30 days before the end of the defined time period, the Subscription is automatically renewed for another identical time period. 9.4. If the parties have agreed on a different term, the provisions agreed between the parties shall apply. 9.5. The parties are free to immediately terminate the contract for good cause. An important reason for immediate termination of this contract exists for the Cikumas GmbH in particular, (i) if a Party goes bankrupt or the opening of bankruptcy has been stopped for lack of assets; (ii) if the Customer is in arrears with payment obligations arising from this contractual relationship to the extent of at least one month's payment and he has been sent unsuccessfully a reminder setting an extension of two weeks and threatening to terminate the contract; (iii) if a Party breaches material obligations arising from the contractual relationship.

**10. Rights to the Service, intellectual property rights** 10.1. The Cikumas GmbH and its partners will retain all right, title and interest in and to the Services, all appurtenant documentation and any other intellectual property rights. Nothing in this contractual relationship shall impair or alter the Cikumas GmbH's rights to the Services, including copyright and other intellectual property rights, or be construed so as to constitute a sale or transfer of such rights to the Customer. 10.2. The Customer is not allowed to perform any reverse engineering on any of the Services, including but not limited to reconstructing, back transfer, decompile, disassemble, modify, make derived versions of, or in any other way attempt to discover or find the source code for any of the Service elements. 10.3. The Customer is only given a right to use the Service in its own business and is under no circumstances allowed to copy, sell, transfer, sublicense or in any other way distribute any of the Service elements to others. 10.4. If the Customer infringes upon the Cikumas GmbH's copyrights or other interests in the Software, Customer shall pay a fee equivalent to fifteen times the annual Service Fee. If the Cikumas GmbH suffers a loss that is higher than fifteen times the annual Service Fee as a result of the infringement, the Cikumas GmbH can also demand compensation for the uncovered loss.

**11. Data Protection** 11.1. The Customer or its Authorised Users own the content and the personal information he introduces into the system and Customer holds the sole responsibility for the personal information stored on the Service as "Data Controller". The Customer is responsible for meeting any public requirements under the jurisdiction of the Customer to inform, report or apply for concessions for the data processing. 11.2. The Customer will obtain consent from all Authorised Users (and their parents / guardians) to Customer's access, storage, monitoring, use or disclosure of this data and to the Cikumas GmbH's providing the Customer with the ability to do so. Such consent to be voluntary, expressly and informed. The Cikumas GmbH may request Customer to provide the consent in a specific form (such as on a consent form provided by the Cikumas GmbH). 11.3. In performing the Services the Cikumas GmbH undertakes to comply with the Swiss Data Protection Act and EU-regulation as "Data Processor", including implementing adequate measures for preventing third party access to the information, protection against unintended changes or loss of the information and ensuring that the processing is based on sufficient and relevant information. 11.4. If the Cikumas GmbH is obligated to process personal information on behalf of the Customer, such personal information

shall not be handled in any other manner than strictly required to comply with the provisions of these GTC. 11.5. The Cikumas GmbH (as Data Processor) and the Customer (as Data Controller) shall, through planned and systematic efforts, ensure the satisfactory securing of information in terms of confidentiality, integrity and availability with regard to personal information. 11.6. The Cikumas GmbH is entitled to name the Customer - subject to his written objection - publicly as a reference and to use general information about the agreed contract in an appropriate manner for marketing and sales purposes. 11.7. The Cikumas GmbH is authorised within the framework of legal provisions to store and evaluate user data for operational purposes (market research, analytics, statistics, etc.). Anonymised data may also be used further. The customer expressly agrees to this. 11.8 The Cikumas GmbH offers an Integration with Google and YouTube Services within its products and is therefore both bound and in compliance with the Google ToS and YouTube ToS.

**12. Warranty, Liability, Indemnification** 12.1. The Service is delivered "as is" with no representation, guarantee or warranty of any kind as to further functionality of the Service. All corrections shall be performed within reasonable time. 12.2. The Cikumas GmbH agrees to use commercially reasonable efforts to deliver the Service in accordance with the Subscription and the terms of these GTC. 12.3. The Customer undertakes to indemnify the Cikumas GmbH against all claims of third parties based on the data stored by him or use of the Services and to reimburse the Cikumas GmbH for all costs incurred by the Cikumas GmbH as a result of possible infringements of rights. 12.4. The Cikumas GmbH is entitled to immediately block access if there are reasonable grounds to suspect that the use of the Services is illegal and/or infringes the rights of third parties. A well-founded suspicion of an illegality and/or an infringement of rights exists in particular if courts, authorities and/or other third parties notify the Cikumas GmbH thereof. The Cikumas GmbH has to inform the Customer immediately of the distance and the reason for this. The block shall be lifted as soon as the suspicion is completely invalidated. 12.5. Within the framework of the legal provisions, the Cikumas GmbH, its employees, officers, directors and partners exclude any liability towards the Customer (or any third party), in particular for the fulfilment of his contractual and non-contractual obligations and for the loss of data and loss of profits (including for negligence). This exclusion of liability also applies to damage caused directly or indirectly by the use of the Services. 12.6. In all cases, irrespective of the liability basis, the Cikumas GmbH's, its employees', officers', directors' and partners' liability, is limited to the amount of the monthly access fees in the last twelve months prior to the occurrence of the damage.

**13. Confidential information** 13.1. Each party agrees to keep strictly confidential all non-public information in respect of the business of the other party, and not to use such information save for complying with its obligations under these GTC. 13.2. Customer hereby agrees to hold in strict confidence any nonpublic information about the Services that is disclosed to Customer in connection with Customer's use of the, Services as authorised hereunder (the "Cikumas GmbH Confidential Information"), and agrees not to make the Cikumas GmbH's Confidential Information available to any third party or to use Cikumas GmbH's Confidential Information for

the benefit of anyone other than Cikumas GmbH. 13.3. The Cikumas GmbH agrees to hold in strict confidence any nonpublic information that is disclosed to the Cikumas GmbH in connection with Customer's use of the Services hereunder, including, but not limited to, the Customer Data (the "Customer Confidential Information"), and agrees not to make the Customer Confidential Information available to any third party or to use such Customer Confidential Information for the benefit of anyone other than Customer. 13.4. The foregoing restrictions will not apply to information which is available to the public, or is proven to be independently developed or is lawfully received from a third party or is required to be disclosed by law, court order, subpoena or other legal process.

**14. Miscellaneous** 14.1. In the case where any of the provisions of these GTC would be considered or held, at any time whatsoever, by an authority or a court having jurisdiction, as being inapplicable, illegal or unenforceable, the validity, the legality and enforceability of the other provisions of these GTC shall not be affected; the parties, however, agree that in such case, they shall negotiate in good faith in order to agree on terms that shall be applicable and that shall supersede the provision which would be null, illegal or unenforceable; these terms will have to be as consistent as possible with the intent of the parties as initially expressed. 14.2. These GTC constitutes the entire understanding between the Parties with respect to the subject matter of these GTC and supersedes all prior agreements, negotiations and discussions between the Parties relating to it. GTC of the Users do not apply. 14.3. The parties declare that each has the right, power and authority and has taken all necessary action to execute and deliver and to exercise their rights and perform their obligations under these GTC. 14.4. The failure of either party to exercise or enforce any right under these GTC shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter. 14.5. The contractual relationship, and any rights and obligations granted hereunder, may not be transferred or assigned by the Customer. They may be assigned by the Cikumas GmbH without restriction. 14.6. The Cikumas GmbH may provide notifications, whether such notifications are required by law or are for business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by the Cikumas GmbH in its sole discretion. The Cikumas GmbH reserves the right to determine the form and means of providing notifications to our Users.

**15. Applicable Law and Jurisdiction** 15.1. These GTC shall exclusively be governed by Swiss substantive law, excluding the conflict of law provisions of the Swiss Federal Act on International Private Law and the Lugano Convention and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980). 15.2. The Parties hereto consent to the exclusive jurisdiction of the courts of Zurich, Canton of Zurich, Switzerland, with respect to any dispute, controversy or claim arising out of or in relation to these GTC and all current and future Annexes, including the validity, invalidity, breach or termination thereof.