ChurchTools Innovations GmbH

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General Terms and Conditions of ChurchTools Innovations GmbH

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1. Scope of application and definitions

1.1. For the business relationship between the customer and ChurchTools Innovations GmbH (hereinafter **"we/us"**), together "**contractual partners**", the following General Terms and Conditions ("**GTC**") apply exclusively in the version valid at the time of the order. These GTC are an integral part of all contracts that we conclude with the customer.

1.2. Deviating or supplementary general terms and conditions of the customer shall not apply, even if we have not objected to them. This shall not apply if we have expressly agreed to the validity of these terms and conditions in writing.

1.3. We are entitled to amend these GTC at any time without giving reasons (in particular in the event of a change in the legal situation or case law), provided that the change is reasonable for the customer. We will inform the customer in writing of any planned changes at least 4 weeks before they come into effect. If the customer rejects the change, he has the right to terminate the contract at any time to the end of the month without observing a period of notice (see Section 3.8 (1)). If the customer does not terminate the contract, the new GTC shall apply from the specified date.

1.4. Our services are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity (e.g. e.V. or KdöR).

2. Nature of our services | Service provision

2.1. The quality of our services (software products, such as the "**ChurchTools**" software and other associated services) shall be determined exclusively by the respective service description valid at the time the contract is concluded.

2.2. We only grant a guarantee if we expressly designate a guarantee as such.

2.3. Our products are provided in full only in German. Other language versions are intended solely as supplementary, non-binding translation aids. Some of these are created and maintained with the support of volunteer native speakers. In these additional non-German language versions, translations of individual content or features may be missing, incomplete, or made available with a delay. Unless expressly agreed otherwise, the German language version shall be exclusively authoritative with regard to the agreed scope of services and in the event of discrepancies between the language versions. Mandatory statutory rights regarding defects and liability remain unaffected by this provision.

3. Our software products

3.1. Subject matter of the contract

(1) We make the selected software products ("**Products**") available to the customer via the Internet for the duration of the contractual relationship. The scope of application and the range of functions of the Products and, if necessary, the technical and organizational requirements for their use are defined in more detail on our website church.tools and in the service descriptions.

(2) An adaptation or extension of the products tailored to the specific needs of the customer is not owed. It can be agreed for a fee (see Clause 4.2.).

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(3) We will take appropriate state-of-the-art measures to adequately secure the data hosted by us and to protect it from unauthorized access by third parties.

3.2. Conclusion of contract

(1) The presentation of the products on our website does not constitute a legally binding offer, but only a non-binding overview of our services.

(2) The customer can select various products on our website and test them free of charge within 30 days. The customer submits a binding offer to conclude a contract via the "Get started" button. Before submitting his order, the customer can change the data entered at any time or recognize and correct input errors. The customer also has the option of printing out the GTC at any time before concluding the contract (using the browser's print function) or saving these GTC as a PDF.

(3) After the order, we will send the customer an automatic order confirmation by e-mail to the e-mail address provided by the customer with the request to confirm the registration. This order confirmation does not constitute acceptance of the above offer. The contract is only concluded when we explicitly confirm the conclusion of the contract to the customer or enable the customer to access his ChurchTools installation (the earlier point in time is decisive). The text of the contract or order will be saved by us after the contract has been concluded. There is no entitlement to the conclusion of a contract.

3.3. Free test phase | continued use of our products

(1) After concluding the contract, the customer can use the products selected by him in full and free of charge during the 30-day test phase.

(2) The contractual relationship ends automatically at the end of the test phase without the need for termination. If the customer does not wish to continue using the products after the test phase, he can allow his test account to expire. In this case, the test account will first be deactivated and then completely deleted. The customer will be notified of the deactivation and deletion of the account by e-mail in good time. Alternatively, they have the option of having their test account deleted by our support team and thus ending the test phase immediately.

(3) If the customer wishes to continue using the products, he can change the free trial phase into a regular contract during the trial phase and within a certain period of time after the end of the trial phase by selecting the appropriate license in the admin area under "License" and extending the contract indefinitely in this way. Once the selected license has been successfully ordered, the free test phase ends and the use of the desired products begins (for a fee, if applicable, depending on the desired package). The (remaining) term of the test phase expires upon payment of the installation within the test phase. It does not count as credit and will not be charged.

(4) The use of our website builder "ChurchTools Website" (hereinafter "**CWB**") is only possible with a valid license for our ChurchTools software (minimum package Combo).

(5) The use of YouTube features (e.g., video and livestream embedding) is additionally subject to YouTube’s Terms of Service, available at www.youtube.com/t/terms. Users of these features are bound by these YouTube Terms of Service. Data processing by Google (the provider of YouTube) is beyond our control. Google’s applicable Terms of Service and Privacy Policy must be observed. The ChurchTools website uses Google’s YouTube API services to embed and display videos. As a result, data is transmitted to Google or YouTube when such content is accessed.

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3.4. Inactivity of the customer

We reserve the right to delete a customer's free ChurchTools installation if they do not use their installation within 6 months and do not continue their activities within six weeks (e.g. by actively logging in) after we have notified them by email of their inactivity and impending deletion.

3.5. Free test phase of CWB during the contract period

During the contractual term of ChurchTools, the customer has the option of testing the CWB product free of charge for 30 days at any time. Clause 3.3. paragraphs 2 and 3 apply accordingly.

3.6. Adjustment of the license

The customer has the option of customizing their license (e.g. selecting new modules) and paying for the modified license in their admin area at any time during the contract term (including during the test phase). The new license is valid from the time of adjustment.

3.7. Updates

(1 We will regularly update and further develop our products, in particular to adapt them to changes in the legal situation or technical developments. In doing so, we will take appropriate account of the legitimate interests of our customers. We will inform customers about updates by e-mail and on our help pages or on our blog (blog.church.tools).

(2) We offer our products to the customer in the respective current version.

3.8. Contract term and termination

(1) The contract is concluded for an indefinite term. Either party may terminate it by giving one week's notice to the end of the month (written notice required).

(2) The right of both contractual partners to extraordinary termination for good cause remains unaffected. For us, good cause exists in particular if customer content violates criminal law, unless the customer is not at fault for the storage of this content.

(3) Once the termination takes effect, we are entitled to delete the account or the customer content. In the event of extraordinary termination by us, the customer content will be kept available for retrieval for one week after the date of termination; this does not apply if we run the risk of being prosecuted or claimed against by third parties by keeping or making this content available.

3.9. Notifications

Notifications to the customer will be sent either to the e-mail address provided by the customer during registration or in the customer's admin area, unless otherwise agreed. The customer is responsible for ensuring that the e-mail address provided is current and correct.

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4. Other services

4.1. Support service

(1) We provide a free support service for customer inquiries (in particular regarding the functions of our products), which can be contacted via various channels during our general service hours.

(2) Individual set-up services (e.g. configurations, setting up a website) are not included in the free support. These are to be remunerated in accordance with Clause 4.2.

(3) The modalities of our support services (in particular the respective response and rectification periods) are specified in the Service Level Agreement ("**SLA**"). Our SLA shall apply in the currently valid version (**Annex 1**).

4.2. Other support services

If required, we provide additional services for the customer on the basis of an individual agreement, which are not included in the general scope of services of our products (e.g. help with setup, data migration, individual adjustments). The specific scope and content of these support services and the remuneration to be paid are regulated in individual contracts.

4.3. Trainings | Seminars

(1) We offer the customer various training courses and seminars (hereinafter "**event**") on the basis of a separate agreement. These services can be provided on site or online. They shall be remunerated unless they are expressly designated as free of charge. The remuneration includes the preparation of the event and, if applicable, the granting of the contractually agreed rights of use to the event documents (see para. 6). Expenses that are necessary for the provision of the services (such as travel expenses) shall be reimbursed separately on the basis of a corresponding agreement.

(2) By registering, the customer submits a binding offer for the conclusion of a contract. The contract is only concluded when we confirm the conclusion of the contract to the customer in writing (confirmation of registration).

(3) The specific content and scope of the event can be found in the event description. In the case of individual training courses, the content and scope of the event shall be agreed between us and the customer. We reserve the right to make changes to the schedule, provided that these do not significantly affect the overall character of the event and are reasonable for the customer.

(4) A specific success of the event is not owed. In addition, the customer is not entitled to the performance of the event by a specific speaker.

(5) The event shall generally be held in German. The same applies to any documents provided. The use of common English technical terms is permitted.

(6) The following conditions apply to canceling and rebooking paid events:

a) The customer can cancel the registration free of charge up to 14 days before the planned date.

b) If we receive the cancellation later than 14 days before the date, we will charge a cancellation fee of 50% of the agreed fee plus statutory VAT.

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c) In the event of non-attendance without prior cancellation on the day of the event, the full participation fee will be charged.

d) The customer can rebook to another event or another participant free of charge up to 7 days before the planned date.

Cancellation or rebooking must be communicated to us in writing.

(7) We reserve the right to cancel the event for important reasons. An important reason exists in particular if

a) the speaker falls ill or is unable to attend for other reasons and no adequate replacement is available,

b) the minimum number of participants has not been reached,

c) force majeure exists.

In this case, the customer will be informed immediately. The participation fee already paid will be refunded in full or, by arrangement, credited to a later date. Further claims, in particular claims for damages, do not exist.

(8) Upon full payment of the agreed remuneration, the customer shall receive a non-transferable, simple right, unlimited in terms of time and space, to use the documents for its own internal purposes. The documents may not be distributed or publicly reproduced without our written consent. In particular, the transfer of the documents to third parties is not permitted.

5. Cooperation of the customer

5.1. The customer shall provide the agreed cooperation services. In addition to the expressly stated cooperation services, the customer shall provide the cooperation services that are necessary and generally customary for us to provide the service in accordance with the contract, in particular the customer shall

a) create the necessary conditions for the proper receipt of the services. The configuration of the customer's IT system required for the use of our products is the customer's responsibility. If this is necessary for use, we will inform the customer of the respective technical requirements for their digital environment ("**compatibility requirements**") before concluding the contract.

b) take appropriate measures to avert and minimize damage.

This includes, among other things, the customer checking its data and information ("**customer content**") for viruses or other harmful components before storing them and using state-of-the-art measures (e.g. up-to-date virus protection programs) for this purpose.

c) grant us all rights to the stored customer content necessary for the fulfillment of the agreed services, in particular the right to reproduce and make publicly available;

d) treat his access data (user name | password) confidentially. He may not make them accessible to unauthorized third parties. The customer must contact us immediately if facts give reason to assume that unauthorized third parties have gained knowledge of his access data (for the purpose of blocking the account concerned, etc.).

e) when using our products via our infrastructure, ensure that the customer content does not pose a threat to the security and integrity of our infrastructure and the data on it. If the customer suspects that such a case has occurred, he must inform us immediately. If there is reasonable suspicion that one of the aforementioned situations has occurred, we are entitled to isolate,

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deactivate or uninstall customer content and/or interrupt the connection of the affected customer content to the Internet if this appears necessary at the specific time to remedy or limit the damage.

f) when using our products via our infrastructure, ensure that the customer content does not violate applicable law, in particular criminal law, or official requirements, or infringe the rights of third parties. The same applies to the Internet address used by the customer. If the customer suspects that such a case has occurred, he must inform us immediately. If there is reasonable suspicion of an imminent or actual infringement, we are entitled, taking into account the legitimate interests of the customer, to interrupt or discontinue the connection of the affected customer content to the Internet and to delete illegal content. The aforementioned also applies to the assertion of claims by third parties that are not obviously unfounded. We are not obliged to monitor the content transmitted or stored by the customer or to actively investigate circumstances that indicate illegal activity.

g) We will inform the customer of the measures taken in accordance with e) and f) above by e-mail. The customer shall immediately provide us with all information necessary for the clarification of the facts and shall cooperate in the clarification of the facts to the extent necessary. In this context, the customer shall indemnify us against any claims by third parties and the associated costs (in particular the necessary legal defense costs) upon first request.

5.2. Unless otherwise agreed in individual cases, the customer shall provide all cooperation services free of charge.

5.3. The services to be provided by the customer constitute genuine obligations and not merely mere duties. If and to the extent that the customer does not provide the services owed by it, does not provide them on time or does not provide them as agreed and this has an impact on our provision of services, we shall be released from providing the services concerned.

6. Blocking the account

We are entitled to temporarily or permanently block access to the customer account at any time if there are concrete indications that the customer is violating or has violated these GTC and/or applicable law or if we have a significant interest in blocking access for other legitimate reasons. When deciding whether to block access, we will take the customer's legitimate interests into account appropriately.

7. Remuneration and terms of payment

7.1 The prices for our services are listed in particular in the respective service description. The remuneration to be paid is specified in individual contracts.

7.2 Unless otherwise agreed, payment shall be made in advance. Invoices are issued monthly. The amount due is collected by direct debit.

7.3 We are entitled to adjust the remuneration in accordance with Section 7.1 at our reasonable discretion, provided that the costs incurred in providing the services have increased significantly. These costs may include personnel, licensing, or technical expenses. We will generally review annually whether a price adjustment is necessary and implement it as needed. We aim for regular, moderate adjustments to make price trends more predictable for customers. We will notify the customer of a price increase no later than four weeks before the change takes effect. If the customer objects to the price adjustment, they retain the right to terminate the contract at any time without notice, effective at the end of the month. If the customer does not terminate the contract, the adjusted

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fee is due as of the date specified in the notice. In the event of decreasing costs, the fee shall also be reduced at our reasonable discretion.

7.4 Unless expressly agreed otherwise, all prices are quoted exclusive of the applicable value added tax.

8. Granting of rights

8.1 Against payment of the fee in accordance with § 7 of these GTC, the customer receives the non-exclusive, non-transferable and non-sublicensable right to use the products for the current version of the products for the contractually agreed number of users for the term of the contract to the extent contractually granted and required.

8.2 The customer may only use our products within the scope of his own business activities. Any further use of the products by the customer is not permitted. In particular, the customer is not entitled to transfer the products to third parties (e.g. by selling or leasing them) without our consent.

8.3 If the customer breaches any of the above provisions, all rights of use granted under the contract shall immediately become invalid. As a result, these rights shall automatically revert to us. In this case, the customer must immediately and completely cease using our products.

9. Warranty

9.1 We shall be liable for defects in our products in accordance with the statutory warranty regulations, unless otherwise agreed below. Strict liability for defects already existing at the time of conclusion of the contract in accordance with Section 536a (1) half-sentence 1 BGB is excluded within the limits of Clause 10.

9.2 The customer must notify us of defects in writing without delay together with a comprehensible description of the error symptoms. At our request, the customer shall support us to a reasonable extent in the search for and rectification of defects without separate remuneration.

9.3 Warranty claims of the customer do not exist

a) in the event of only insignificant deviation from the agreed quality or in the event of only insignificant impairment of the usability of our products,

b) in the event of defects caused by non-compliance with the conditions of use intended for our products and specified by us,

c) in the event of incorrect operation by the customer,

d) in the event of the use of hardware, software or other equipment that is not suitable for the use of our products in accordance with the known compatibility requirements,

e) if the customer does not report a defect immediately and we were unable to remedy the situation as a result of the failure to report the defect immediately or

f) if the customer is aware of the defect when the contract is concluded and has not reserved his rights.

9.4 Insofar as a defect has been reported by the customer and the customer's warranty claims are not excluded, we shall remedy defects in our products within a reasonable period of time (by measures

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of our own choice). Our employees and agents shall be granted free access to the customer's systems for this purpose, insofar as this is necessary for the rectification of defects. Our responsibility shall only extend to the transfer point of the systems operated by us to the Internet, but not to the customer's systems and data transmission lines beyond the transfer point.

9.5 In all other respects, the statutory warranty provisions shall apply.

9.6 Insofar as our services are purely services (e.g. support services), we are liable for defects in these services in accordance with the rules of service contract law.

10. Third-party provider

We offer the integration of various third-party applications and web services ("**third-party tools**") for our products. These third-party tools are provided by the respective third-party provider under their sole responsibility. The respective contractual conditions of the third-party provider apply. We have no influence on the technical design and scope of these third-party tools. Any liability for these third-party tools, in particular with regard to availability and functionality, is expressly excluded.

11. Media kit (images and logo)

11.1 Unless otherwise agreed, customers and other interested parties such as representatives of the press may use the image material and our logo ("**material**") provided in the media kit to market and describe our products. In this respect, the interested persons are granted a non-exclusive, freely revocable, non-transferable and non-sublicensable right to use the material to the extent necessary, limited in time and space.

11.2 The use of our material for commercial purposes outside the above-mentioned purpose (in particular for the commercial purposes of third parties) is prohibited unless we have given our prior written consent to such use.

12. Text templates

We provide the customer with various texts as templates (e.g. a sample data protection declaration). These texts are for general guidance only and are only intended as samples for the customer. They do not constitute legal advice. The text templates must be legally checked before use and adapted to the specific application (if necessary by a lawyer). No liability is assumed for damages resulting from the use of the text templates. Use of the text templates is at your own risk.

13. Liability

13.1 We are only liable in the following cases:

(a) In the event of intent and gross negligence, we shall be liable in accordance with the statutory provisions. The same applies in the case of a guarantee expressly assumed by us.

(b) In the event of simple negligence, we shall only be liable if it is a breach of a material contractual obligation. An essential contractual obligation is an obligation whose fulfillment is necessary for the proper execution of a contract and on whose compliance the customer may regularly rely. In this case, our liability is limited to the foreseeable damage typical for the contract. In principle, the foreseeable damage typical for the contract shall not exceed

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the amount of the remuneration for the last 12 months prior to the occurrence of the damaging event. If the contractual relationship is shorter, the annual remuneration shall be extrapolated.

13.2 Claims for damages under the Product Liability Act and in the event of injury to life, limb or health remain unaffected by the above limitations of liability.

13.3 Claims for loss of profit are excluded.

13.4 The above limitations of liability also apply in favor of our legal representatives, employees and vicarious agents.

14. Exemption

14.1 The customer warrants that the content and data hosted by us and its use and provision by us do not violate applicable law, official orders or the rights of third parties. The customer shall indemnify us on first demand against all claims asserted by third parties due to a breach of this clause.

14.2 In the event of a claim by a third party, the customer shall support us immediately and comprehensively. This includes in particular the provision of all information and documents required for the defense or to defend against the claims.

15. Force Majeure

15.1 If and as long as a case of **force majeure** exists, we shall be temporarily released from our performance obligations.

15.2 Force majeure is an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even with the utmost care that can reasonably be expected in the circumstances, and cannot be accepted due to its frequency.

16. Named as a reference customer

16.1 With the customer's prior consent, we are entitled to name the customer as a reference customer. The customer may also be named online (e.g. on our company website). The customer may only revoke consent once given for good cause. In the event of revocation, we remain entitled to use or continue to use advertising material that has already been created, including digital material.

16.2 References shall always include the customer's name and logo. The customer shall grant us the necessary rights to the required extent free of charge (in particular rights of use, name and trademark rights).

17. Confidentiality

17.1. The contracting parties shall treat all business secrets and other confidential information of the other party ("**Confidential Information**") confidentially. The receiving party ("**Recipient**") shall treat the Confidential Information with the same care as it treats its own confidential information of the same sensitivity, but at least with the care of a prudent businessman.

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17.2. To the extent required by applicable law, the Recipient is authorized to disclose and transfer Confidential Information. To the extent permitted by law, the recipient shall inform the disclosing party before disclosing confidential information.

17.3. The obligation to maintain confidentiality applies for the term of the contract and for a period of 2 years after termination of the contractual relationship.

18. Data protection

18.1. The contractual partners shall comply with the data protection laws applicable to them.

18.2. Insofar as we act for the customer as a processor within the meaning of Art. 28 GDPR, our regulations on order processing in the currently valid version (**Annex 2**) shall apply in addition to these GTC.

19. Other regulations

19.1. All information provided in connection with the order must be truthful. We reserve the right to block users if facts justify the assumption that deliberately false information has been provided.

19.2. In the case of a legal entity, the contract offer must be made by a natural person with unlimited legal capacity and power of representation.

19.3. The contract is concluded in German.

19.4. The contractual relationship shall be governed by German law to the exclusion of standards that refer to another legal system and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).

19.5. The place of jurisdiction shall be determined by our registered office (exclusive place of jurisdiction). We are also entitled to sue the customer at his general place of jurisdiction.

19.6. The customer may only offset undisputed or legally established claims and assert a right of retention in this respect.

19.7. The customer may only assign rights arising from the contractual relationship if we have given our prior written consent. This does not apply to the assignment of payment claims.

19.8. Should individual terms and conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining terms and conditions. The contracting parties undertake to replace the invalid or unenforceable provision with a legally permissible provision that best meets the legal and economic purpose of the contract. The same shall apply in the event of a loophole. If an amicable solution is not possible, the statutory provisions shall apply.

19.9. Amendments and supplements to these GTC as well as the amendment of this provision must be made in text form to be effective. The precedence of individual contractual agreements remains unaffected by this.

19.10. The written form within the meaning of these GTC shall also be deemed to have been complied with by text form (e.g. e-mails, fax), unless expressly agreed otherwise.

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Annex 1: Service Level Agreement

Annex 2: Data processing agreement