

# General terms and conditions for the use of alfaview services

*The English translation of the GTC serves only as a means of understanding. In case of differences between the German version and the English translation, the German version shall prevail.*

The following contract is hereby concluded between **alfaview gmbh**, Kriegsstr. 100, 76133 Karlsruhe, Germany represented by Niko Fostiropoulos ("**alfaview**") and the User (the "**User**"),

## 1. Scope

1. The business relationship between **alfaview** and the **user** shall be governed exclusively by the following terms and conditions ("**terms**").
2. The services of alfaview are directed exclusively at users who are consumers within the meaning of § 13 BGB (German Civil Code) and are therefore natural persons who do not conclude this contract for purposes that can be attributed predominantly to their commercial or independent professional activity ("**consumers**").
3. Entrepreneurs and self-employed persons according to § 14 BGB ("**Entrepreneur**") are only entitled to use the services for test purposes within the scope of an evaluation license. Commercial use of the "alfaview® free conference room" is prohibited for entrepreneurs. For commercial use/implementation in business operations that goes beyond test purposes, the entrepreneur can use the alfaview® Enterprise version. LINK: <https://alfaview.com/page/plans>

## 2. Purpose

1. The alfaview®free conference room is a conference solution that makes it possible to hold online meetings with live video transmission free of charge. The users in the conference rooms of alfaview® can be networked and transmitted with video and audio ("**alfaview® conference room**"). The subject matter of this contract is thus the provision of a virtual conference room, the underlying software ("**Software**") and the applications offered by alfaview for download and installation ("**Application**") (collectively or individually also the "**alfaview services**"), which are free of charge, indefinite in time and limited to non-commercial use. The software enables audio and Video transmission as well as the transmission of documents and other screen contents by multiple participants and thus the organization and execution of virtual conferences.
2. The booking option for the free alfaview® conference room is a non-binding offer from alfaview. By confirmation of the booking option by the user, he/she makes his/her offer to conclude the contract. Only the transmission of the access data represents the declaration of acceptance by alfaview and thus the time of conclusion of the contract. Access to the alfaview®free conference room is open to the user from the moment he/she registers with his/her access data for the first time and accepts the General Terms and Conditions.
3. The use of the free alfaview® conference room is limited to 10 hours per month and allows a maximum room size of 50 participants. The user can only have one room. The user can invite the conference room participants to the alfaview® conference room via a link ("**guest link**"). The booking of the

alfaview® conference room takes place on the homepage of alfaview at [alfaview.com](https://alfaview.com). After booking the alfaview® conference room, an invitation link is being generated. The use of a guest link does not enable or permit the use of a separate conference room, but merely allows participation in the conference to which the guest has been invited. It is pointed out in a clarifying way that the guest can also exercise the booking option himself/herself in accordance with the regulations in Section 2 Subsection 2.

### 3. Tasks of alfaview

1. alfaview® will provide the user with access data to the alfaview® conference room booked by the user, with which the user can enter the alfaview® conference room. If necessary, alfaview will also provide the user with an application for downloading and installation on the user's system. To participate, the software will be downloaded from <https://alfaview.com/downloads> ("Software"). More information in the user guide at: <https://assets.alfaview.com/docs/client-user-guide-en.pdf>.
2. alfaview operates the software on servers and makes it available to the user as a managed platform for the provision of alfaview services. alfaview is not obliged to keep the software available on its own server.
3. alfaview reserves the right to update the respective program statuses for both the server software and the applications at its own discretion. The most recent version of the application is available at <https://alfaview.com/downloads>. It is the responsibility of the respective conference participants to install the latest version of the application. However, alfaview is expressly not subject to any obligation to update.
4. As part of the provision of the free alfaview® conference room, in particular, no maintenance of the software takes place. This also applies to the delivery of updates.
5. alfaview reserves the right to change or discontinue the provision of the free alfaview® conference room at any time and without prior notice. This means that the user has no claim to the availability of the cost-free services, in particular he/she will never receive a binding claim to the free use of the alfaview® conference room.
6. Descriptions of the alfaview services, the software and the applications shall not be regarded as a quality guarantee.

### 4. Tasks of the users

1. The services offered by alfaview may not be used expressly for a purpose for which damage is possible for product or personal safety reasons, such as in the medical sector, in the aviation sector, air traffic, for military purposes etc. alfaview is not liable for damages if an application has taken place in these respective areas.
2. The user grants alfaview a simple right to use the content of the conference, insofar as this is necessary for the proper provision of alfaview services, e. g. with regard to the transmission and encryption of audio and video content.
3. The user undertakes to take appropriate precautions to prevent unauthorized access by third parties to the software and the applications in his sphere of influence, in particular by observing appropriate security precautions according to the current state of the art when using the login and with regard to the login data.
4. The user undertakes to use alfaview services exclusively under the respective signs specified by alfaview, currently the brand alfaview®. Any further use of alfaview's trademarks in a manner not

permitted by these terms of use is prohibited.

5. The user shall comply with the minimum technical requirements ("**system requirements**") with regard to IT infrastructure (hardware/network/configuration/conflicting software). These can be viewed at any time at <https://assets.alfaview.com/docs/system-requirements-de.pdf>. The system requirements can be adjusted in the course of updates of the program statuses. alfaview accepts no responsibility for compliance with the system requirements. If the system requirements are not complied by the user, functional impairments of the alfaview services may occur.
6. Furthermore, the user is exclusively and unrestrictedly responsible for the contents discussed, shown or otherwise presented or exchanged in the conferences. The user guarantees that the content discussed, shown or otherwise presented or exchanged in the conferences does not violate the legal provisions on the protection of minors, personal rights or other rights of third parties, in particular copyrights, and observes applicable law (e. g. criminal law and the protection of minors). In addition, it ensures that only true and not misleading statements are made.
7. In particular, the user undertakes to use the alfaview services for legitimate purposes only and in particular not to use them for the following purposes, nor to cause other persons to use them for such purposes or to attempt to do so:
  - a. Fraudulent or other illegal activities or requests to do so that violate applicable law;
  - b. Impairment or presumption of intellectual property such as copyrights, trademarks, property rights, licensing rights or intellectual property rights to legitimate content;
  - c. the use, storage, release, hosting, copying, distribution, display, publication, transmission or dispatch of content that could be considered offensive, incitement to hatred, slander, discrimination, disparagement of a worldview, violation of privacy, harmful to others or otherwise offensive;
  - d. Access to third party computers or communication systems/networks, software applications without permission of the authorized person including Denial of Service (DoS), unauthorized monitoring or crawling, distribution of malware (e. g. viruses, trojans, ransomware, time bombs, spyware, adware or cancelbots)
  - e. Dissemination of undesired, unsolicited or offensive e-mails or other messages, advertising, advertisements or claims (also known as spam);
  - f. Modification, falsification or concealment of e-mail headings or the assumption of the identity of a sender without his express consent;
  - g. Impairment of alfaview security devices.
8. alfaview reserves the right, but does not assume any obligation to monitor and investigate violations of this contract. Otherwise alfaview does not carry out any checks on the contents of the conferences, not even random checks. The conferences will not be listened to by alfaview (e. g. in the sense of an invisible participant). Otherwise, alfaview will only join conferences after prior consultation.
9. Any violation by the user of the obligations described in this Section 4 (Tasks of the user) constitutes a material breach within the meaning of this contract. Therefore, alfaview is entitled to take the following measures at its own discretion in particular (but not exclusively) in the event of infringements and any unlawful or improper use of the alfaview services:
  - a. Issue of warnings;
  - b. Temporary or permanent termination of the provision of alfaview services towards the user;
  - c. Assertion of the costs arising from the infringement, including reasonable costs of legal proceedings;
  - d. initiating or taking further legal action against the infringing user and/or
  - e. Disclosure of information to law enforcement authorities at alfaview's reasonable discretion. In

doing so, alfaview accepts no liability whatsoever for measures taken in response to the violation of these guidelines.

## 5. Utilisation rights

1. alfaview grants the user a license to use the alfaview services in accordance with Section 2 Subsection 1, insofar as this is necessary for the use of the services used by him in accordance with Section 2. In particular, the user is entitled to download, save and install the application.
2. alfaview points out that software is used by third-party providers to perform its services.
3. The licence for the alfview services is issued in the form of a non-exclusive, revocable and cancellable licence that is limited to a indefinite period of time and that is limited to the user, non-transferable, and non-sublicenseable. Users are expressly not granted utilisation rights in a scope above and beyond this, for instance to the software, to applications or code, particularly the software's source code or that of the applications or to the operating systems of the servers on which alfaview's software is operated. This does not apply to included open source software or other third-party components. With respect to these program parts, users are only entitled to a simple utilisation right that entitles them to their normal use.
4. Users are entitled, at their own discretion, to invite participants to the conferences they have booked according to the size of the conference room they have selected. Invited participants must agree to alfaview's terms of use. alfaview is not obliged to grant invited participants access to the conferences. After acceptance of the terms of use, the invited participants will receive an access code limited to the conference. The access code expires automatically at the end of the conference. Further access to alfaview's services is only possible if an independent contract is concluded. There is no obligation to conclude a contract on the part of alfaview. After conclusion of the contract, participants receive the access data and can participate in optional conferences.
5. Furthermore, the user is not entitled to do any of the following with the software or the applications or parts thereof
  - a. to save or duplicate them beyond the purpose of the contract,
  - b. to sell them to third parties or to cede them to third parties for a limited time, and in particular to rent or lend them,
  - c. to modify or supplement them,
  - d. to analyse or disassemble them or have them analysed or disassembled, and/or
  - e. to use them as the basis for creating other works or to copy their functions.

## 6. Liability

1. alfaview is only liable itself, or vicariously only, in the event of gross negligence or wilful intent, and injury to life, limb or health. In addition, alfaview shall be liable insofar as it is a violation of a material contractual obligation ("significant contractual obligations/cardinal obligations are those obligations the fulfilment of which enables the proper implementation of the agreement in the first place and that the contractual partner can generally trust will be adhered to"). In the case of a slightly negligent breach of a material contractual duty, alfaview is liable for itself or a vicarious agent only for such typical damages as were foreseeable at the time the contract was concluded. This limitation of liability applies to contractual and non-contractual claims.
2. This does not affect liability arising from German product liability law and other mandatory statutory regulations.
3. alfaview is only responsible for a loss of user data caused by alfaview, or of data on the user's systems,

through its own fault and only up to the amount that would have typically arisen for the recovery of the data if it was properly and regularly backed up.

4. alfaview does not assume any responsibility for the content created by the user. alfaview has no obligation to verify the accuracy of the content. alfaview does not appropriate conference content.
5. In addition, the user shall indemnify alfaview from all claims of third parties and damages arising from any illegal or improper use of the alfaview services and/or the software and/or the applications by the user or which are based in particular on data protection, copyright or other legal disputes arising from the use of the alfaview services, the software and/or the applications. The indemnity also includes the reasonable costs of legal proceedings. This concerns in particular the case that the contents of the user contain legal infringements.
6. If alfaview services are used on mobile devices, alfaview points out that no liability is assumed for neglecting safety regulations or measures or traffic rules.
7. If and to the extent that alfaview is obligated by the use of Open Source Software (OSS) within the framework of alfaview® to inform third parties of the licence conditions applicable to integrated OSS components, all agreements between alfaview and the user including these provisions shall remain unaffected. The OSS components used in the context of alfaview® as well as the applicable license conditions are listed in Appendix 1 and Appendix 2.

## 7. Data protection

1. alfaview uses the personal data provided (e.g. name, email address) pursuant to Section 28 BDSG in order to implement this agreement.
2. The data protection declaration available at <https://alfaview.com/legal/privacy> applies for the handling of personal data by alfaview that is collected by visiting the website/and or the use of alfaview.
3. alfaview is not obliged to provide the services on a separate server, but rather can avail of third-party services for this. The functions required to provide the services are exclusively hosted on servers within the EU.
4. Other than this, personal user data will not be transferred, sold or otherwise transmitted to third parties, unless:
  - This is required for the purposes of implementing and processing the agreement,
  - This is necessary for settlement purposes or
  - The user has given its prior consent.
5. alfaview can supply the user with information and/or notifications by email in conjunction with the use of alfaview services. This right does not include the transmission of advertising by alfaview to the user.
6. Once the user has given its consent to advertising, alfaview also uses the information about this, and above and beyond the handling of the services requested by the user, in order to occasionally send the user interesting news and information by post about the company or alfaview's goods and services offering, based on the users details, that reflect the user's individual interests, and use the user's details here to perform the necessary evaluations. Here it may be technically necessary for alfaview to summarise the resulting data, and the details provided, in usage profiles and to evaluate these for the purposes outlined above. This is only carried out internally and only for the purposes described above. Users can withdraw their consent in this regard at any time to [news@alfaview.com](mailto:news@alfaview.com). If the user has not given its consent or if the user withdraws such consent, data will not be used as described in the previous paragraph. Needless to say, however, the user will be able to use alfaview services.
7. If the user has consented, alfaview can send the user topical information and interesting offerings via newsletter. The user can revoke this consent to use the e-mail address for advertising purposes at any

time with effect for the future and unsubscribe from the newsletter by clicking on the “Unsubscribe” link at the end of the newsletter or by sending an e-mail with the subject “unsubscribe” to news@alfaview.com.

## 8. Compulsory information for consumers

1. alfaview grants the user, who is a consumer, a right of revocation in accordance with the following revocation instruction.
  - a. Cancellation policy
    - a. Right of revocation
      - a. You have the right to revoke this contract within fourteen days without giving any reasons.
      - b. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us (alfaview gmbh, Kriegsstr. 100,76133 Karlsruhe, Germany, telephone: +49 721 35450 300, fax: +49 721 35450 69, e-mail: support@alfaview.com by means of a clear declaration (e. g. a letter, fax or e-mail sent by post) of your decision to revoke this contract.
      - c. In order to comply with the revocation period, it is sufficient that you send the notice of revocation prior to the expiry of the revocation period.
    - b. Revocation consequences

If you revoke this Agreement, we will be obliged to return all payments received from you, including delivery costs (except for the additional costs arising from your choice of a different type of delivery than the cheapest standard delivery offered by us), to you without delay and at the latest within fourteen days from the date on which we receive notice of your revocation of this Agreement. We will use the same means of payment for this repayment as you used in the original transaction, unless otherwise expressly agreed with you; in no case will you be charged for this repayment. End of the cancellation policy.
  - b. Sample revocation form (If you want to revoke the contract, please fill in this form and send it back.)
    - To alfaview gmbh, Kriegsstr. 100,76133 Karlsruhe, Germany, Fax: +49 721 35450 69, E-mail: support@alfaview.com
    - I/we hereby revoke the contract for the provision of the following service:
    - Ordered on: \_\_\_\_\_
    - Name of the consumer(s)
    - Address of the consumer(s)
    - Signature of the consumer(s)
    - Date
2. As an online company, we are obliged to draw your attention as a consumer to the European Commission’s Online Dispute Resolution Platform (ODR platform). This ODR platform can be reached via the following link: <https://webgate.ec.europa.eu/odr>. However, we do not participate in a dispute settlement procedure before a consumer conciliation body.

## 9. Final provisions

1. Should individual provisions of this agreement be ineffective or impracticable, this will not, in principle, affect the validity of the remaining provisions. In place of the ineffective provision, the contractual parties

will seek to find such a provision that most closely meets the legal and financial objective of the agreement.

2. These terms of use and the further provisions mentioned therein contain all agreements between the parties with respect to the subject of this contractual relationship. This renders any earlier agreements invalid.
3. German law alone, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods, is applicable to the contractual relationship.
4. alfaview further has the right to subsequently amend the terms of use unilaterally if a change in market conditions, certain statutory requirements or a Supreme Court decision necessitates an adjustment to the terms of use. In each case, an adjustment will only be made to the extent necessary as a result of events as listed in Sentence 1 of this paragraph that were not foreseeable. alfatraining is only entitled to change these contractual terms on the condition that it notifies the user of this no later than six weeks prior to the change taking effect. The user may oppose the change within a period of six weeks from receipt of the notification, otherwise the change is considered to be approved. alfatraining must expressly refer to this in its notification.

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