

Terms of Use / General Terms and Conditions

Samdock GmbH
 Walter-Gropius-Straße 17 | 80807 Munich
 Online-based CRM SaaS subscription service CRM

1. Definitions

Administrator – denotes the user who is responsible for the administrator account. The first user to register with Samdock is also an administrator. The administrator rights can be transferred to another registered person within the registered company account.

Administrator account – denotes the customer's user account to which only the administrator has access. Through this account, the administrator is able to use the service according to the customer's order, configure it, add additional packages, create additional accounts for users, terminate the account according to terms.

Provider – denotes Samdock GmbH

API – Application Programming Interface

APP – denotes the native mobile application (for new versions of Android and iOS) available alongside the browser version of Samdock from Q2/2021, which must be downloaded separately by the user to their smartphone.

Basic package – denotes the standard functions licensed within the usage fee that Samdock customer can use.

Privacy policy – found at <https://www.samdock.com/data-security>

Service – Online CRM SaaS Subscription Service

Customer/Interested Party – denotes any person or entity and anyone who orders Samdock and/or enters into an agreement in the name of or on behalf of such person. Every individual must be at least 18 years old

Customer data – denotes all content, information and data - including personal data - relating to potential customers, business partners, clients and/or customers of customer (not limited) entered and uploaded by customer into the tool and/or the app through use of the service **Term** - denotes the original or extended term of the Subscription

License and Right of Use – denotes the contractually agreed rights for access to the services

SaaS – software as a service

User – denotes each user registered under the customer

Website – denotes www.samdock.com

Additional module – denotes the modules that can be booked in addition to the basic package; depending on the additional booking by the customer, the calculation is made separately from the basic package

2. General commercial clauses & subject matter of the contract

These terms of use apply exclusively to entrepreneurs within the meaning of §14 of the BGB (German Civil Code). Contractual partners within the scope of the following General Terms and Conditions are Samdock GmbH, Walter-Gropius-Str.17, 80807 Munich, Germany (hereinafter referred to as "Samdock") and the "Customer". The conditions from the following contract are indispensable, so that Samdock can offer its services only if the customer accepts the terms of the contract and agrees to the terms of use. Samdock provides a web-based software solution as a service (SaaS) under the product name "Samdock." Samdock provides a standard software that is continuously developed. Samdock has the right to change its product portfolio at any time. Furthermore, Samdock has the right to change and/or adapt these terms and conditions to current circumstances at any time. Samdock will inform the customer of any type of change by email to the administrator. If the customer's legitimate interests may be adversely affected by a change, so that the customer can no longer reasonably be expected to continue the agreement, the customer may terminate the affected service in writing with a notice period of 30 calendar days until the announced change comes into effect. Unless the customer cancels, the change will come into effect on the date specified and will be deemed to have been contractually agreed with the customer. The customer concludes a SaaS contract with the use of the services. Customers can access the service via the Internet using standard modern web browsers (recommendation: Google Chrome or Firefox) and SSL-secured access. The configuration of the customer's IT system is not part of this contract. In addition, customers can integrate some third-party services via the API. The SaaS services are provided by Samdock exclusively in accordance with the subscription model described herein.

3. Trial period

Each potential customer has the opportunity after registering on www.samdock.com or www.samdock.app to test the service for 14 days free of charge. After registration, the potential customer receives access to the services with a limited range of functions. Already during the trial period, the customer can opt for paid usage with the full range of functions of the basic service package. To do this, the customer must book the service under Settings by specifying its credit card details. The trial access is automatically blocked after the trial period has expired. The customer data entered will be retained for 30 days in accordance with data protection regulations and will then be automatically deleted. During this time, the customer can still switch to a paid full version at any time.

4. Pricing model

The prices shown on the Samdock website at the time the order is placed apply.

The prices there are annual/monthly net prices in euros and are exclusive of value added tax at the applicable statutory rate, where applicable. The amount of the annual/monthly fee for the use of the software depends on the selected package size, i.e. on the number of users and the add-on module(s).

The customer can choose between monthly and annual billing. All payments are due for payment in advance with invoicing.

In case of monthly billing, the billing period starts on the day of conclusion of a contract for paid use of the software via the account and ends after 30 calendar days / 1 month. Payments for contracts for the paid use of the software with monthly billing are made by credit card monthly in advance. The credit card will be charged the day it is due.

When paying by credit card, Samdock reserves the right to check the validity of the card, the debit limit, as well as the address details. Samdock is entitled to refuse the entered credit card as a means of payment if there is an important reason. In the case of monthly billing, an invoice will be sent to the customer by Samdock in electronic form via email.

In the case of annual billing, the billing period begins on the day the account is activated and ends after one year. Payments for contracts for paid use of the software with annual billing are made by credit card annually in advance. In the case of annual billing, the customer will be sent an invoice for 12 months in electronic form by email. The payment term for the credit card debit is on the invoice date. If the customer wishes to add further service packages and/or additional users to the licensed basic package, the customer can do so directly in the product at any time. Additionally purchased service packages and/or additional users cannot be reduced during an annual term. Samdock reserves the right to increase prices annually. In the event of a price increase, Samdock undertakes to notify existing customers at least one month before the agreed minimum subscription period expires. This is done by email to the administrator.

5. Payment

Invoices are sent electronically on a monthly / annual basis, depending on the booked term and any extension. The SaaS fee is based on a monthly / annual payment depending on the term booked. The subscription fee is always invoiced at the beginning of the respective term at the beginning of each contract month or contract year and is due for payment immediately without deduction. The invoice will be sent in electronic form to the electronic address provided by the customer and/or the administrator. The customer is obliged to inform Samdock as soon as possible about any changes (e.g. different electronic address, changes in credit card details, addresses, etc.). Unless otherwise expressly agreed, amounts due

will be automatically collected in full by Samdock from the legitimized credit card on the invoice date. When processing payments, Samdock may use external payment platforms as service providers. All online payments are subject to the general terms and conditions of the external operators of the respective payment platforms. Samdock and the payment service providers comply with the statutory provisions. Samdock has the right to use other payment methods (e.g. direct debit, PayPal, etc.) at any time.

6. Duration

- The customer has an optional free 14-day trial period after registering in Samdock. The use of the trial period is non-binding and does not oblige to conclude a subscription.
- During or after the trial period, the interested party can book a paid Samdock subscription.
- At the beginning of the contract, the customer can choose between a monthly or annual termination term. The monthly term agreement can be changed to an annual term agreement by the customer at any time.
- Every agreement made between Samdock and the customer regarding the use of the services is valid for a limited period of one month from the conclusion of the contract for a monthly term and of one year from the conclusion of the contract for an annually selected term.
- If the term is chosen annually, the term shall be automatically extended by a further year if the agreement is not terminated by the customer no later than 60 calendar days before the end of the respective term.
- If the term is chosen monthly, the term is automatically extended by another month if the agreement was not terminated by the customer in the previous month.
- Individual offers are considered special regulations and are possible in addition to the abovementioned points; these will be recorded in writing.

7. Termination

The customer has the right to terminate the agreement to use Samdock at any time with the following deadlines: for an annual term, 60 calendar days before the end of the respective term, for a monthly term within the respective current month with notice to the end of the month. The right to terminate the contract without notice for an important reason remains unaffected for both parties. This is particularly the case if:

- the agreement with the customer is based on incorrect or false information provided by the customer
- the customer repeatedly violates the provisions of these terms
- the customer uses the services for unauthorized, illegal and/or inappropriate purposes

- the customer commits a fraudulent act in relation to Samdock, its business or the services
- the customer is in default of payment for more than two months
- an application to open insolvency proceedings has been made against the customer, has been opened or has been rejected for lack of assets
- Samdock adjusts its terms of use. The customer has the right to terminate the contract up to 30 calendar days after the publication
- Samdock does not make its services available to the customer again functionally within 2 months after a failure due to force majeure

After the termination,

- the personal data will be retained for as long as they are necessary to fulfill the processing purpose. The data will be deleted as soon as it is no longer required for the purpose.
- Samdock may, within 30 days or at the end of the current term, whichever is later, deactivate the customer's administrator and user account
- Samdock will inform the customer in advance about such deactivation
- Samdock and the customer shall immediately discontinue the use of the services
- the customer can request to export its data from Samdock via settings
- Samdock can completely delete customer data after 30 days within the framework of the GDPR; if the customer fails to back up its data from the services in good time, the data cannot be restored

8. Delivery

Upon conclusion of the agreement, the customer is granted access to the product, which is provided as "Software as a Service (SaaS)". Such license implies a non-exclusive and non-transferable right to use the product. In this case, provision of the administrator account is considered as delivery of the product. Within 48 hours of delivery, the customer is obliged to inform Samdock of any complaints by contacting support or sending an email to support@samdock.com. If no complaints have been made within this 48-hour period, Samdock will assume that the customer has approved and accepted the delivery. The configuration of the customer's IT system is not part of this contract.

9. Administrator account & user account

By registering, the customer receives access to the administrator account and independently sets the initial password. The administrator account manages all customer access. With the help of the administrator account, the customer has the option of creating additional users. The administrator(s) is/are solely responsible for the proper use and all activities of all Samdock users. Each user account (including the administrator account) belongs to only

one person and may not be shared with other persons under any circumstances. Samdock checks the correct use of the user via remote maintenance and blocks the entire customer account in the event of misuse. The administrator and every user are advised to use an individual password that is secure for the terms of use and to change it regularly. As a basis for billing, each created user including the administrator account counts.

5. Note on usage

Within the framework of the use of the Services, the agreements described in these terms of use shall apply. The customer receives access rights for the administrator account and the user accounts. The customer acknowledges that only its administrator and users can use the services. This includes exclusive use for the customer's internal business purposes in compliance with all applicable laws, as well as government rules and regulations. The customer is responsible for ensuring full compliance with these terms of use. Under no circumstances may the customer allow anyone other than the administrator or the users to use the services. The customer is obliged not to abuse the services and access rights, i.e. not allowed:

- Licensing, sublicensing, selling, reselling, renting, lending or distributing the tool, app and any services; furthermore, any inclusion of services or work derived therefrom in a service bureau or outsourcing offering to a third party;
- Adapting, altering, copying, modifying, translating, or producing derivative works based on the services (except for those copies, modifications, or derivative works made only from the reports or reviews and only for customer's internal business purposes);
- Involvement or granting of permission to participate in reverse engineering, disassembly or decompilation of Samdock software components;
- Use the Services for any illegal or unlawful purpose, or for the transfer of data in a manner that is illegal, defamatory, invasive, offensive, threatening, harmful, or violates another's intellectual property rights;
- Use of the Services to conduct or promote illegal activities;
- Use of the Services for the transmission of unsolicited and/or commercial communications such as junk mail, spam, chain letters or phishing;
- Use of the services to harass or harm others;
- Disruption of the proper functioning of the services, for example through the use of viruses, worms, Trojans or other software that could harm the services and interests of Samdock and its customers;
- Sending unsolicited and/or commercial messages, such as junk mail, spam and chain letters;

- Adding content that can be described as inappropriate with respect to the purpose of the tool and/or app;
- Bypassing Samdock's business model
- Use of the Services in any manner that could create a false or misleading impression, attribution or statement regarding Samdock to any third party.

11. Defects & disclaimer of warranties

Samdock shall endeavor to enable proper operation of the services. However, as web-based software, numerous factors beyond Samdock's responsibility may cause interruptions or malfunctions for which Samdock cannot assume any responsibility. However, if customers find any defects in the platform, they are to report them to Samdock in writing to support@samdock.com or within the product in the Help Center. Material defects will be remedied by Samdock within a reasonable period of time. If this is not possible, the customer shall be refunded the proportionate amount of the remuneration accrued in the respective month of the beginning of the fault, which the customer has paid. If it is determined that the customer caused the malfunction due to improper use (e.g. user error, use outside the intended use) or it was caused by factors outside Samdock's responsibility (e.g. network malfunctions, third party interfaces and products, etc.), this shall not constitute a defect. In such a case, Samdock may refuse to remedy the fault or demand reasonable compensation for the expenses incurred.

12. Limitation of liability

- The provider guarantees that the cloud service fulfills the specifications published in the documentation during its term and that the cloud service does not infringe any third-party rights when used in accordance with the contract.
- The customer is obliged to report any breaches of duty by the provider immediately in writing, with a precise description of the reason. The provider shall remedy material defects and defects of title of the cloud service within a reasonable period of time. If the provider has not remedied the defect even after the expiry of a second grace period of reasonable length set by the customer in writing, and if the suitability of the service is more than insignificantly reduced as a result, the customer shall have the right to extraordinary termination, which must be made in writing.
- A liability for simple negligence is limited per year to the annual contractual value, unless life, body and health of the customer or essential contractual obligations have been violated. So far as liability is excluded, this shall also apply to the personal liability of employees, representatives, subcontractors and other staff of the provider. Liability without fault for errors already existing at the time of conclusion of the contract is excluded.

- The provider shall not be liable for any damage caused by third parties illegally accessing, manipulating, destroying or stealing the customer's data, even though the provider has taken all security measures required by the current state of the art to prevent such access by third parties. The customer assumes liability for any culpably caused damage or obligations arising from the fact that the customer's account or other services are accessed with the customer's user ID and password, provided that this use is attributable to the customer.
- In the event of liability on the part of the provider, liability is still limited to the damage that typically occurs in marketing automation contracts. Liability for data loss shall be limited to the typical recovery effort that would have been incurred in the event of regular and proper data backups and the creation of backup files in accordance with the risk. Liability under product liability law remains unaffected.
- The provider is not liable for the information transmitted through their services, neither for its completeness, accuracy or timeliness, nor that it is free of third-party rights or that the sender is acting illegally by transmitting the information.

13. Intellectual property, Open Source

Samdock is the licensor and owner of the various copyrights, property and trademarks rights of Samdock or successor brands and advises that some components contain open source software that is subject to additional license terms, which are hereby incorporated as part of this license agreement.

The licenses granted to the customer therefore only imply the right of use for a fee. Under no circumstances does:

- such right entails a transfer of ownership of the services and documentation by Samdock to the customer
- such right grants customer any claim or interest in Samdock's services, trade names and/or trademarks
- such right grants the customer the right to require Samdock to provide copies of software or other products that are used by Samdock to provide the services.

Individual projects and customizations to the services remain the property of Samdock. Therefore, the customer may:

- not use any trademarks, trade names or brand names of Samdock without Samdock's express written consent (for example, but not limited to their use in meta tags, search terms or hidden text);
- without prejudice to its right or any third party's right to challenge the validity of any Samdock Intellectual Property, not commit or permit any third party to commit any act which may infringe any Samdock Intellectual Property

(including, without limitation, patents, copyrights, designs, trademarks or other industrial or intellectual property rights); nor shall it commit or permit any third party to commit any act which would have such effect;

- In addition, the customer agrees to notify Samdock of any actual, threatened, or suspected infringement of Samdock's intellectual property rights of which it becomes aware, as well as any third-party claims relating to use of the product.

14. Force majeure

Samdock is not liable for non-fulfillment of its obligations if this non-fulfillment is due to force majeure. Usual force majeure events include: all circumstances that were unforeseeable and unavoidable at the time the agreement was concluded and that prevent Samdock from fulfilling the agreement or that make the fulfillment of the agreement financially or otherwise more difficult than would normally have been the case (including but not limited to war; natural disasters; fire; seizure; delays caused by third parties or insolvency of third parties committed by Samdock; staff shortages; strikes; organizational circumstances; threatened terrorism or acts of terrorism; national/international pandemic).

The above-mentioned force majeure situations shall entitle Samdock to revise and/or suspend the agreement by simple written notice to the customer, without being obliged to pay any compensation. If the situation of force majeure and/or the hardship continues for more than two months, both partners are entitled to extraordinary termination of the agreement.

15. Language

The language of this contract is German. There are no legally valid translations into other languages. Samdock has the right at any time to publish the contract in additional languages or to adapt it to local requirements for international marketing.

16. Applicable law & place of jurisdiction

Any problems, questions or disputes concerning the validity, interpretation, enforcement, fulfillment or termination of this agreement shall be governed by and construed in accordance with German law (excluding conflict of laws or the Vienna Sales Convention UNCISG). All disputes concerning the validity, interpretation, enforcement, fulfillment or termination of this agreement shall be subject to exclusive jurisdiction of the ordinary courts in Munich, Germany.

17. Personal data & data protection

The data protection declaration can be viewed at samdock.com/data-security. The parties also conclude a separate agreement on third-party data processing.

18. Support

If the customer needs support with technical or specific questions about the application, we refer to the help center in the product with descriptions of the individual functional areas. In addition, questions can be addressed directly to the support via the help center. It is also possible to get in touch directly within the product in the help center.

- The support team is available by email from Monday to Friday from 09:00 - 17:00 (CET) (except holidays).
- The support team will make every effort to assist the customer as soon as possible after the support request.

19. Waiver & severability clause

If at any time Samdock and/or the customer fail or neglect to assert any rights under this agreement or to enforce any provision hereof, such failure shall not be deemed a waiver of such rights or the ability to enforce any such provision. If any provision of this agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then that provision will be amended to reflect as nearly as possible the intent and economic purpose of the original provision, while the terms of use other provisions of this agreement will remain in full force and effect