

# General Terms and Conditions for vOffice of RA-MICRO Software AG as Licensor

## **§ 1 General and permitted use**

The subject matter is the licensing and operation of the vOffice software and the associated vOffice server services.

The use of the product is exclusively permitted for licensees (customers) with headquarters in the member states of Europe (EU), Switzerland (CH), Great Britain (GB).

Licensees can only be VAT-liable companies, freelancers, organizations, authorities and institutions. Private use by end users is not permitted.

Licensees who pursue illegal, racist, immoral, offensive purposes and goals etc. are not permitted or are excluded. The licensee undertakes not to engage in and conduct or send any prohibited or illegal communication.

If and insofar as there are separate license agreements for products (such as software license agreements or subscription conditions in the vOffice store, terms and conditions of third-party providers, etc.), these are valid in addition. Services provided by vOffice are provided exclusively on the basis of these GTC in the version that is valid at the time of use. Deviating regulations are only valid if they have been agreed upon in writing by all parties. This written form requirement also applies to the waiver of the written form. Registration for the vOffice customer account is free of charge. Usage-based or ongoing costs may be incurred if and when vOffice services are used or products or services are licensed, activated, or subscribed to. vOffice is entitled to immediately block customers in whole or in part for good cause, e.g., if essential contractual obligations are violated.

The electronic communication channel with the customer is deemed to be agreed upon.

## **§ 2 Contractual relationship, service description**

1. vOffice is an Internet browser-based program that provides location-independent virtualization of an enterprise organization for small and medium businesses with secure peer-to-peer video, audio, text messaging and file communication within vOffice and with third parties.

2. The amount of data moved and stored in the vOffice system, the number of participants in vOffice services and mappable organizational structures, the applicable internet browsers, and the number of simultaneous audio/video

connections are limited according to the values published on the vOffice home page.

3. vOffice reserves the right to make changes to services at any time in the course of product development and product maintenance. vOffice may change or discontinue the contents/characteristics of individual services or the services themselves for good cause, either temporarily or permanently, as long as this is reasonable for the customer or a valid circumstance that is understandable to the customer and can be recognized in advance as a good cause. Such good cause for a limitation, suspension or change of the vOffice services shall be deemed to exist in particular if

- a service or product can no longer be maintained due to legal reasons, in particular also data protection reasons, or
- a product originally provided by a cooperation partner is not or no longer available, or
- insurmountable technical difficulties arise with the provision of services or products in connection with (attempted) maintenance of availability, or
- the provision of services or products and the maintenance of their availability no longer appear sensible for operational, business reasons.

vOffice will communicate any changes via e-mail, in the software or via web information/websites. Notification may also be made by other means. The contractual relationship will then be continued with the new conditions/features.

4. vOffice will provide e-mail support and hotline support on weekdays during office hours in German, English and Spanish.

### **§ 3 Conclusion of the contract**

The Contract between vOffice and the customer is concluded when the customer registers on the vOffice.pro site, declares his or her agreement to the present Terms and Conditions and accepts/accepts the Agreement for Order Processing in accordance with article 28 of the EU General Data Protection Regulation. Registration can only be done by lawyers and practices licensed in Germany, and for other licensees represented by a vOffice partner. Registration in the RA-MICRO Online Store is a prerequisite for vOffice registration. The General Terms and Conditions of business applicable to the RA-MICRO Online store which are listed in connection with § 13, are included and therefore also apply here.

#### **§ 4 Duties and obligations of the customer**

1. The Customer is responsible for the correct entry of his data when using the vOffice services and must provide true, accurate, current and complete information about himself (Registration Data) and update it regularly. If the customer violates this requirement, or if vOffice believes that the customer has violated this requirement, including, but not limited to, that registration data is not current or is untrue or incomplete, vOffice may temporarily or permanently suspend or delete all or a portion of the customer's online account and may terminate the customer's use of any or all Services now and in the future. The same shall apply in the event of significant violations of the duties incumbent upon the customer as well as in the event of justified significant suspicion of a breach of duty by the customer.

2. The customer shall ensure that the access data to vOffice is not disclosed to third parties.

3. The customer shall be responsible for all actions that are performed using his vOffice access data in connection with his vOffice online account. The Customer is obligated to notify vOffice immediately of any misuse of the vOffice access data and/or the online account, as well as any other violation of customer-related security regulations.

4. vOffice software and services are updated on an ongoing basis. The installation of current updates is a prerequisite for the operation of the latest functionalities and the functionality of the vOffice Services as a whole.

5. The customer is responsible for the content that is posted or distributed via his online account, especially for its legality. The responsibility for all media and content, i.e. information, data, texts, software, photos, graphics, videos, messages or other materials that are transmitted, lies exclusively with the customer, i.e. the user. The customer may not send any content that contains malicious code, software viruses, spam or advertising code or any other information, files or programs that may interrupt, destroy and/or limit the functioning of software or hardware or of telecommunication devices.

6. The customer shall indemnify vOffice against any claims by third parties who have suffered damages as a result of a violation of any provision of these GTC. vOffice reserves the right to suspend and, if necessary, delete the customer's online account if the customer violates these GTC, as well as the right to stop making the customer's content publicly available on vOffice servers or to delete it.

## **§ 5 Data storage and data protection**

1. vOffice informs the customer that the customer data collected in the course of the conclusion of the contract will be collected, processed and used by RA-MICRO Online in accordance with the Federal Data Protection Act (BDSG) and the EU General Data Protection Regulation (GDPR) as well as the Telemedia Act (TMG) in order to fulfil the obligations arising from the contract. A transfer of personal customer data to third parties can only take place if and insofar as a legal obligation to do so exists by law. The aforementioned data (with the exception of the RA-MICRO Online access data) can also be transmitted to authorized persons and carefully selected partners of RAM for the purpose of credit checks. A transfer of personal customer data by RA-MICRO Online to third parties can only take place if and as far as a legal obligation exists by law.

2. In addition, the agreement concluded with the customer for order processing (AVV) in accordance with Article 28 GDPR, which the customer accepts upon conclusion of the contract and which is additionally sent to the customer by e-mail after conclusion of the contract, applies.

3. The customer is advised that the data obtained in the course of using RA-MICRO Online research may only be used within the scope of an already existing customer relationship (e.g. resuming contact with business partners who have moved away) or for the enforcement of legal claims (pre-judicial and judicial correspondence) from legitimate interest and that these data may neither be used for the purpose of market or opinion research nor be passed on to third parties.

4. The general RA-MICRO Online Privacy Policy as well as any product-related terms and conditions that may be displayed during use also apply.

### **§ 5a Data protection, files and data - interfaces to third-party providers**

Some RA-MICRO Online products may provide interfaces to third-party applications and products. Use of these third-party applications requires customer to register and accept their terms and conditions of use. RA-MICRO Online advises that these third-party applications may have different policies regarding the use of customer data and customer files. When registering there, the customer should check these terms and conditions as well as the privacy policy and decide on the use of the provided functionalities. RA-MICRO Online will also indicate that third-party products may be used when activating RA-MICRO Online software or applications for the first time. The customer has the possibility to terminate the use of the interface(s) at any time, in which case the range of functions of the RA-MICRO Online software may be limited.

## **§ 6 Limitation of liability**

1. vOffice is in no way liable for the consequences of freeware products, services, services, etc. that are made available free of charge, with the exception of intentional or fraudulent actions of its own employees.

2. vOffice's liability for products, services, services, etc. that are provided free of charge shall be limited to the provisions of a) through f) below.

a) vOffice shall not be liable for damages that result causally from a breach of duty for which the customer is responsible, provided that such damages would not have occurred if the customer had acted in accordance with his duties. In addition, the customer is advised that data communication over the internet cannot be guaranteed to be completely error-free and/or available at all times given the current state of technology. vOffice is therefore not liable for the continuous and uninterrupted availability of the online system or for any technical or electronic errors in the vOffice software, applications, and services. vOffice will make every effort to provide the vOffice services with as few interruptions as possible, but cannot 100% ensure that the products and services will always function without interruption, delay, or other defects. This is because the products can be transmitted over (public) internet lines and therefore power outages or internet service interruptions are possible, which can result in outages such as packet loss and delays that can affect the quality of communication.

b) In the case of other liability claims, vOffice shall be liable without limitation only in the absence of the guaranteed quality and for intent and gross negligence, even on the part of its legal representatives and executives. vOffice shall be liable for the fault of other subcontractors only to the extent of liability for slight negligence.

c) vOffice is liable for slight negligence only if an obligation is violated, the compliance with which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). In the case of a slightly negligent breach of a cardinal obligation, liability is limited to the foreseeable damage typical for the contract.

d) Liability for loss of data shall be limited to the typical restoration effort that would have been required if back-up copies had been made regularly and in accordance with the risk. Unless one of the prerequisites according to paragraph a or c. above applies.

e) Liability under the Product Liability Act or under the AVV in conjunction with the relevant GDPR regulations remains unaffected.

f) Contractual liability claims shall become time-barred after one year.

## **§ 7 Liability of the customer, consequences of breaches of obligations**

In the event of violations of third-party rights for which the customer is responsible, the customer shall be directly liable to these third parties. In the event of justified claims by third parties, the customer shall be obligated to indemnify vOffice, an exception and hence a change in application is if the customer proves that he is not responsible for the breach of duty that caused the damage.

## **§ 8 Payment obligations, billing, administration, electronic invoice**

1. The vOffice fee is based on the current price list on the homepage. Changes will take effect by the month after the next month after notification to the customer, unless the customer terminates the contract.

2. The number of vOffice subscribers, which is significant for the calculation of the fee, shall be determined once a month for each vOffice and shall be transmitted electronically to the licensor with the customer number. An invoice or calculation will be issued by the 15th of the month, and payment is due by the end of the month at the latest, or is made by direct debit after the 15th of the month.

3. invoices or sales tax receipts valid for tax purposes shall be issued in electronic form. These will either be made available for viewing and download in the customer's RA-MICRO Online account or will be sent by e-mail. In case of a payment by direct debit the sales tax statement is made on the collection slip and a sales tax receipt is issued once a year at the end of the year.

4. the customer is only entitled to a right of set-off if his counterclaim has been legally established, is undisputed or acknowledged. The right of retention, in particular the plea of non-performance of the contract remains unaffected. In the event of a justified blockage, the obligation to pay as well as the assertion of further claims due to default of payment shall continue to exist.

5. if the licensee is in arrears with more than one month's payment, the vOffice can be blocked for use and the licensee has the right to terminate the agreement at the end of the month.

6. vOffice is entitled to charge a flat fee of up to 20.00 € for the bank charges incurred if the invoice amount is charged back despite the direct debit authorization for reasons beyond vOffice's control.

## **§ 9 Termination, duration for paid products**

1. the contractual relationship can be terminated at any time with effect from the end of the following month in the RA-MICRO Online store. There will be a confirmation of termination. If this confirmation is not received within 2 working days, the customer has to give notice of termination by phone or in writing.

2. vOffice may also terminate the agreement without notice for cause, in particular, if the customer is in default of payment for two consecutive months or a substantial portion thereof, or if vOffice can no longer be reasonably expected to maintain the agreement, e.g., because the basis for the transaction has ceased to exist or the contractual relationship of trust no longer exists.

3. Unless otherwise agreed upon, upon termination of the contract, the customer shall immediately remove the vOffice software from their systems.

## **§ 10 Order processing, validity of further general terms and conditions and special provisions**

1. The customer shall be solely responsible for compliance with the EU General Data Protection Regulation (GDPR) and the other provisions of data protection within the scope of order processing with regard to the data and data records requested or transmitted via vOffice services. The customer agrees to provide vOffice in writing with contact information (name, organization, telephone number, etc.) of the persons who are authorized to give instructions to vOffice with respect to the processing of the order or who act as contact persons.

2. The customer is also obligated to immediately and completely inform the vOffice about any errors or irregularities that have become known to vOffice during the processing of the order.

3. vOffice agrees to collect, process, and use the data transmitted to it for the intended purpose and only within the scope of the instructions (regarding instruction, authority to give instructions, see above) of the customer (i.e., solely within the scope of the use of the vOffice services). vOffice shall take the necessary technical and organizational measures as defined in Article 32 GDPR to ensure compliance with data protection regulations. vOffice shall immediately notify the customer in the event of serious disruptions in the operating process, suspected violations of data protection or other irregularities in the processing of the customer's data.

4. vOffice shall, upon written request by the customer, provide the customer with the information that the customer requires to fulfil its data protection obligations.

## **§ 11 Changes of General Terms and Conditions, service descriptions, prices, price increases, services of third parties**

1. insofar as essential provisions of the concluded contract are not affected and it is necessary to adapt them to current developments which could not be foreseen at the time of conclusion of the contract and whose non-consideration would significantly affect the balance of the contractual relationship, an amendment to these GTC is permissible. The GTCs may also be adapted, supplemented or otherwise changed insofar as this is necessary to eliminate any difficulties in the execution of the contract, e.g. due to regulatory gaps that have arisen after the conclusion of the contract, e.g. if jurisdiction changes and one or more clauses of these GTCs are affected.

2. the prices stated in the RA-MICRO Online account, vOffice store or the prices stated within the product or service are valid for the use of the individual services. All prices stated for the individual chargeable contents or services are net prices and do not include VAT (currently 16%, from 1.1.2021 19%). The fee is based on the respective information on the vOffice homepage. If the customer is in default of payment for more than 2 weeks, vOffice will discontinue its services; the use of vOffice will be blocked until payment is settled.

3. vOffice may increase agreed upon prices, especially prices of current subscriptions, in order to compensate for increased costs, for example, if the sales tax is increased or the prices of the service providers increase. Price changes/price increases shall be notified to the customer in writing by vOffice with a notice period of one month to the end of the month. The changes shall be deemed approved by the customer unless the customer objects in writing within one month of the notification of the changes. The customer shall be expressly advised of this consequence by vOffice when the changes are made. To meet the deadline, it is sufficient to send the objection in due time.

4. vOffice's General Terms and Conditions shall apply in addition if services are used that are provided by third parties. A list of the currently valid terms and conditions will be published on the vOffice web pages.

## **§ 12 Trial, test and basic versions of software or services**

vOffice can offer software, services and applications with free, limited basic functionality, e.g. also for a certain trial period. vOffice will provide information about the type and scope of the functionalities. vOffice is entitled to delete the customer's data and databases on vOffice servers upon expiration of the trial period.



## **§ 13 Miscellaneous**

1. The law of the Federal Republic of Germany shall apply. The validity of the UN Sales Convention is excluded.
2. Exclusive place of jurisdiction is Berlin. This also applies if the customer does not have a general place of jurisdiction in Germany, if a customer has relocated his residence or usual place of abode abroad after conclusion of the contract or if his residence or usual place of abode is unknown at the time of filing a suit.
3. Rights and obligations under this Agreement may be transferred to third parties only with the prior written consent of vOffice.
4. As already announced under § 3, the following Terms and Conditions of the RA-MICRO Online Store will be incorporated into the above Terms and Conditions for vOffice, since registration with the RA-MICRO Online Store is a prerequisite for the conclusion of the Agreement.

## **General Terms and Conditions RA-MICRO Online Store**

RA MICRO Software AG (hereinafter also referred to as "RAM", "RMO"), Washingtonplatz 3, 10557 Berlin offers RA-MICRO Online ("RMO") services and software (hereinafter also referred to as "services", "products", "software" or "services") for various platforms.

### **§ 1 General**

These General Terms and Conditions (GTC) form the basis for the use of the RMO Services and regulate the contractual relationship between the provider(s) and the customer (hereinafter also referred to as user(s), user(s), purchaser(s) or user(s)). If and insofar as there are separate license agreements for products (such as software license agreements or subscription conditions in the RMO Store, GTC of third party providers, etc.), these shall apply in addition.

Services of RMO are provided exclusively on the basis of these terms and conditions in their version valid at the time of use. Deviating regulations are only valid if they have been agreed upon in writing by all parties. This written form requirement shall also apply to the waiver of the written form.

The registration for the RMO customer account is free of charge. Usage-dependent or ongoing costs may arise if and to the extent that RMO services are used or products or services are licensed, activated or subscribed to. The use of the RMO customer account requires the effective granting and maintenance of a valid direct debit authorization (SEPA direct debit mandate).

RMO is entitled to block customers for good cause immediately in whole or in part, e.g. if essential contractual obligations are violated.

The use of some RMO services is reserved exclusively for authorized professionals. The information class ("IC") determines which queries and products may be used. The basis for the function of the RMO services is also that only one registration is made per organizational unit.

Users who register with the information class AK1 confirm that they

- are admitted to the bar
- notify any change of status immediately in writing
- are authorized by their law firm to register.

The electronic communication channel is deemed to be agreed with the customer.

## **§ 2 Contractual relationship, service description**

1. The content of the contractual relationship between RMO and the customer results from these terms and conditions, the RAM websites including online product information and RAM product sheets.

2. Express reference is made to current announcements, product sheets, newsletters and customer information. Unless otherwise stated, the provision of new services and the extension of existing services are subject to these GTC.

## **§ 3 Conclusion of the contract**

1. The contract between RMO and the customer is concluded in accordance with paragraph 2. by the customer registering, declaring his agreement to these terms and conditions and agreeing to the RMO privacy policy (offer) and the registration is confirmed by RMO in writing, by e-mail or otherwise electronically or, in the case of individual products / services, by licensing of appropriate products in accordance with paragraph 2 in the RMO Store (acceptance).

2. The information class or the licensed product determines with which company a contractual relationship is established.

For some products there may be licensors/contractors/suppliers other than RAM. It applies:

## Registration

- IC1: RAM
- IC2: RAM
- IC3: RAM
- IC4: RAM
- IC0: RAM

## Licensing of services:

- depending on the information in the RMO Store.

### **§ 3a Special terms and conditions for RMO research**

RMO functions over RMO web pages and software as negotiating and selling partners of different search co-operation partners (e.g. RISER, address research, BONIVERSUM etc.).

The actual service provision of the research and information services described on the RMO web pages and within the software is carried out exclusively by the cooperation partners named at RMO Services, whose separate terms and conditions are referred to.

The cooperation partners/research service providers are the sole service providers to customers. RMO does not provide the offered services itself at any time and is not liable for the described services and their performance.

As a precaution, the following is pointed out:

- When using the RMO research services, in particular for residents' registration office enquiries and other address information, but also creditworthiness and consumer information, precise and correct details of the essential and necessary enquiry attributes must be provided (surname, first name, sex, date of birth, street, postcode and town). Otherwise - especially in cases where manual post-processing by the registration office is not planned - it can lead to automatic, so-called false negative information, especially if not all query attributes have been specified correctly, as the person inquired about may not be able to be assigned exactly. This applies in particular if spelling mistakes, e.g. name spelling errors, are made when the required query attributes are specified.
- If, in the case of creditworthiness information, a result is returned in the sense of "No characteristics are available for the person inquired about", this may be due to the fact that either no negative characteristics are available for the person inquired about or the person could not be clearly identified on the basis of the inquiry data transmitted by the user (e.g. because typing errors were made during entry). In this case a further credit rating service should be queried via RMO if necessary.

#### **§ 4 Duties and obligations of the customer**

1. After registration, RMO access data is sent to the customer. Access data, in particular passwords (hereinafter also referred to as RMO access data, passwords or codes), i.e. all sequences of letters and/or numbers, which are intended to exclude use by unauthorized persons, may not be passed on to third parties.

RMO access data are to be kept protected from access by third parties and must be changed at regular intervals for security reasons. If there is reason to suspect that unauthorized persons have obtained knowledge of the RMO access data, the customer must change customer or user passwords immediately and inform RMO in writing.

The customer must also ensure that when using RMO services via the central Internet access of the customer's local network, this local network is protected against intrusion by unauthorized persons. The customer may only store or transmit access data and passwords in digital media in encrypted form (corresponding to the current state of the art). If access data are entered incorrectly several times, this may lead to a blocking of the online account or the possibility of use to which the password applies.

2. The customer must also ensure that a logout from the online account is performed after each use.

3. The customer has the obligation to regularly back up his data on his own media.

4. The customer is expressly advised that he/she is responsible for compliance with the professional and professional code of conduct as well as the general provisions of the German Criminal Code, the data protection law and the regulations for the protection of personal rights in the context of the use of the RMO services.

5. The customer is explicitly informed that information about changes/improvements/adjustments to the products or services will be published regularly on the RMO web pages. The customer must regularly inform himself about the range of services published on the website (see also § 2 of these GTC).

6. As far as special system requirements for the use of RMO services or products are mentioned, the customer must ensure that these are fulfilled by his system.

#### **§ 5 Limitation of liability**

1. In general: Any liability of RMO (claims of the customer for damages or reimbursement of futile expenses), if such a liability should exist for whatever legal reason, is subject to the provisions of this paragraph.

2. For damages resulting from injury to life, body or health, which are based on a negligent breach of duty of the service provider or an intentional or negligent breach of duty of a legal representative or auxiliaries of the service provider, RMO is liable without limitation.

3. When using software or a service marked as "beta version", the customer is aware that the software or service may still be defective and that damage to the system may be possible under certain circumstances.

The customer agrees not to make any direct or indirect claims to RMO in case of such damages.

RMO assures to fix every software error named by the customer, according to the urgency and the technical conditions, as quickly as possible.

The customer ensures that by the use of a software or a service marked as "beta version" no systems can be affected which are security relevant in any form.

## **§ 6 Payment obligations, accounting, administration, electronic invoicing**

The customer will receive a monthly invoice, in which a payment deadline is expressly indicated. The invoice is in electronic form and is provided monthly in the customer account of the RMO online account for viewing and downloading. In case of default of payment, the legal regulations apply. The customer is only entitled to a right of set-off if his counterclaim has been legally established, is undisputed or recognized. The right of retention, in particular the plea of non-performance of the contract, shall remain unaffected. RMO can - without prejudice to other rights - block the RMO online account of a customer due to significant breaches of duty, e.g. in the case of late payment of at least €50. In the event of a blockage, the obligation to pay as well as the assertion of further claims due to default of payment shall continue to exist.

## **§ 7 Termination, duration**

The contractual relationship can be terminated by the customer at any time, but not before the end of the notice period of a product to which he subscribes, with immediate effect in writing. (Minimum) terms, cancellation periods of products and services are listed in the RMO Online Account, there in the RMO Store at the respective service or product and are accepted by the customer by activating a subscription or license during the ordering process. Unless otherwise technically realized in the RMO Store, a termination must be made by the customer in writing. The contractual relationship can be terminated by RMO in writing with a notice period of 2 weeks to the end of a calendar month.

## **§ 8 Order processing, validity of further general terms and conditions and special provisions**

1. The customer agrees that RMO may use affiliated companies of RMO (RA-MICRO group of companies) as well as other third parties for the fulfilment of the contractually agreed services. Or can subcontract services to companies (contractors). If and to the extent subcontractors are involved, the contractual agreement between RMO and the subcontractor shall be designed to meet the

agreement of confidentiality, data protection and data security between the parties to this contract.

2. RMO offers as a mediation partner to the customer the possibility to obtain address information, in particular registration register information about one of the research cooperation partners (e.g. RISER, Regis24, address research etc.). The customer may only place address research orders in the exercise of his commercial or independent activity. In the case of registration register enquiries, the registration authorities are informed that these are made for the purpose of receivables management or updating their own inventory data.

The customer is expressly informed that the data from the obtained registration register information may only be used for this purpose (claims management or updating of own inventory data) and not for the purposes of advertising or address trading. In the event of improper use of the data, the customer shall indemnify RMO from all claims of third parties.

3. For the use of the e-Health service for the communication with selected insurers via proprietary interfaces of and via third party provider(s) (e.g. adesso/drebis, e.Consult) the General Terms and Conditions as well as the data protection declarations of the third party providers for the use of these interfaces apply additionally, with which the customer explicitly agrees. In detail these are:

- the general terms and conditions as well as the privacy policy of adesso AG, Stockholmer Allee 24, 44269 Dortmund for the E-legal protection interface via drebis (or drebis portal).

- the general terms and conditions as well as the privacy policy of e.Consult AG, Neugrabenweg 1, 66123 Saarbrücken for the E-legal protection interface via e.Consult interface using the E-legal protection interface.

When using the e-Health service for the first time, the customer is automatically registered with the insurance service providers adesso/drebis or e.Consult.

In case of a further use, the e-Rechtsschutz system automatically logs the customer in the background into the services of the respective providers (adesso/drebis or e.Consult). The personal RMO access data for the e-insurance system as well as for the automatic login to the service of the insurance service providers (third party access data) are stored on the RMO data server.

### **§ 8a RMO SCHUFA Interface, order processing, special liability**

RMO offers lawyers the possibility of concluding a SCHUFA affiliation contract electronically with SCHUFA and using the RMO SCHUFA interface. For the use of the SCHUFA interface applies when the customer concludes a SCHUFA affiliation contract:

1. The customer becomes data protection-juridical responsible person regarding the personal data, which RMO receives from the SCHUFA in the context of the execution of the SCHUFA connection contract in the own name and on own

calculation. With the use of the data RMO is bound according to the data protection-legal requirements to the instructions of the contracting party.

RMO ensures in this respect the compliance with data protection regulations and is in this respect obliged according to Article 28 of the GDPR. RMO is in particular in accordance with the data protection regulations subject to the instructions of the customer regarding the use of personal data supplied by SCHUFA to RMO. RMO will request SCHUFA services only if the customer has requested these RMO by using the interface. The customer is responsible for the transmitted according to the data protection law.

2. Information on data subjects can and may only be obtained if a legitimate interest exists under Article 6(1)(f) GDPR.

3. The customer agrees that he may be subject to an appropriate contractual penalty to be determined by RMO in the amount of up to 1,000 '€€, related to each data record or person, for each case of an improper inquiry, notification, information, subsequent notification as well as processing or use of SCHUFA data for which he is responsible, as well as for any other violation of item 1. The appropriateness of the contractual penalty determined at reasonable discretion is subject to judicial review in the event of a dispute.

## **§ 9 Changes of general terms and conditions, service descriptions, prices, price increases, services of third parties**

1. The performance specifications contained, for example, in product sheets may also be changed for good cause, provided that the customer is not objectively placed in a worse position than the performance specifications included in the contract.

2. For the use of the individual services, the prices stated in the online account, RMO store or the prices stated within the product or service apply. All prices stated for the individual chargeable contents or services are net prices and do not include VAT (currently 19%). Any costs incurred will be invoiced monthly in summary form and collected on the basis of the direct debit authorization granted. If the invoice amount is reversed despite the granted direct debit authorization for reasons for which RAM is not responsible, RMO is entitled to charge a flat rate of up to 10.00 € for the bank charges incurred.

## **§ 10 Supplementary provisions to the DASD**

For the use of the German Attorney Search Service DASD, the following points § 12 number 1 - 8 apply in addition, as far as this does not contradict these General Terms and Conditions.

1. The contract for the entry(s) in the DASD comes into effect when the customer orders entries in the RMO Store and transmits data to RMO via the DASD order and edit form (start of contract). The data that is to be displayed in the DASD entries is communicated by the purchaser via the DASD Order and Edit Form RMO and then transmitted to RMO within the DASD and/or with the DASD connected

applications of the RMO group of companies for online retrieval on the Internet. The client does not object to other internet providers being allowed to link to the data of the DASD in order to disseminate the DASD as widely as possible. The DASD offers the public the proof of first-class organized law firms with an optimal service offer.

2. The DASD Internet service is available seven days a week, 24 hours a day. Necessary interruptions of the availability time due to updates, maintenance, repairs etc. are kept as short as possible.

3. The orderer transfers to RMO all rights of use necessary for the creation of the entry to the data supplied by him and at the same time assures that he has the exclusive rights of use to these data.

4. The editorial responsibility for the content of the data and texts published in the DASD and DASD Blog lies solely with the buyer. It is the responsibility of the customer to make changes to his data via the website(s) <http://www.ra-micro.de> or <http://www.dasd.de>, <http://www.anwaltssuchdienst.de> and <http://www.dasd-aktuell.de> as far as possible independently or to inform RMO in writing. RMO is entitled to store the data and to disclose them to third parties within the framework of the services of the DASD. The customer is responsible for the content that is posted or distributed via his DASD entry, especially for its legality. The responsibility for all content, i.e. information, data, texts, software, photos, graphics, videos, links to videos, messages or other materials that are transmitted, lies exclusively with the customer, i.e. the user and operator. This also applies if links or references are made to external sites or platforms. The customer is expressly advised that he/she is responsible for compliance with the professional and ethical code of conduct as well as the general provisions of the German Penal Code, the data protection law and the regulations for the protection of personal rights in the context of the use of the RMO services and the DASD.

5. Texts and data transmitted by the client must be free of rights of third parties, which may prevent publication or other use within the framework of the services of DASD. By uploading texts and data to the DASD or the DASD Blog RMO, the customer grants the non-exclusive, transferable, temporally and spatially unlimited right to use the transmitted texts and data. This includes in particular the right to archive them in any form and in particular also to record them in digital form, to place them in databases and to store them on all known storage media and on any data carriers and to combine them with other works and components of works. Furthermore, the texts and data are to be stored, reproduced and published in electronic and other media in whole or in part, or made accessible, distributed and the contents are to be edited as desired, in particular to be changed, shortened, supplemented and combined with other contents.

6. If further services are voluntarily provided by RMO beyond the registration in the DASD and the information via Internet, these services are not part of the owed service and can be adjusted at any time.

7. Lawyers with offices abroad: The transfer of the invoice amount must be made in such a way that the lawyer bears all the fees incurred for cross-border money transactions. Place of jurisdiction for this contract is the seat of RMO. German law applies to all services of this contract.



8. The DASD Subscription includes the right to use the RA-MICRO Software-Technical Hotline Center Berlin for all questions concerning the law firm's EDP, including the lawyers' mobile devices and the 24-hour emergency hotline service.