

General Terms and Conditions (GTC) Bridge Software as a Service (SaaS)

March 15, 2021

1. General

1.1 Services

Under this Agreement, Bridge ITS GmbH (hereinafter "Bridge ITS") supplies service providers primarily from the areas of financial- and insurance consulting and insurance sales with web-based services via a Software as a Service ("Bridge") for the purpose of consulting private end customers ("Consumers"). Bridge ITS provides these services exclusively to the service providers, and in particular does not provide consulting services to consumers.

It specifically supports:

- Planning, execution and evaluation of on-site as well as online consultations
- Virtual conference rooms for several participants (service providers and one or more consumers) for communication purposes
- Visual presentations as guides to consulting
- Recorded documentation of consultations

Optional additional services are available, e.g. management of information contributed/collected by consumers (customer information).

1.2 Right of Use

Under these GTCs ("Service Provider"), Bridge ITS grants the Contractual Partner a simple, non-exclusive, non-transferable, non-sublicensable right to use Bridge, restricted in accordance with Section 1.4, and limited to the duration of the agreed term in the User Agreement. A transfer of rights to software (including source code), in particular to the software that technically enables the execution of Bridge as a web service, is not part of the contract.

1.3 Data Storage

Subject to the details of the tariff model, Bridge ITS provides storage space on central servers. Data generated for the Service Provider as well as data entered and processed by the Service Provider can be stored on these servers. Bridge can offer an option to the Service Provider to export and store data entered by the Service Provider (consultation data, user requested data) from the system. Archiving of data in accordance with the retention periods under commercial and tax law is not included in the scope of services; it is the responsibility of the Service Provider to export and save the data saved to Bridge by the Service Provider at the end of the contract with Bridge.

1.4 User Account

Use of Bridge requires registration of an account for each natural person who uses Bridge (including, if applicable, only individual functions) ("User Account"). This User Account may only be operated by the one natural person in whose name the account is registered.

2. Online Registration, Service Options, Contract Conclusion, Data Protection offered by Service Provider

The registration of a user account for Bridge takes place by submitting an online form ("Online Form"). Within the scope of this registration, certain service options may be selected (for example, service package, payment model, terms).

The submission of this registration form is considered an offer to conclude a contract under the terms of these GTC. Bridge ITS will confirm the conclusion of the contract via Email.

The access data, including the password, must be kept secret by the service provider and must be protected against unauthorized access by third parties. If there is a suspicion that unauthorized third parties have gained or will gain access to the service provider's login data, the service provider must change the login data and inform Bridge ITS immediately.

3. Legal requirements or other obligations for the Service Provider

If there are legal or other requirements for the service provider to perform consultation services, including the use of Bridge, in particular with regard to consumers, the fulfillment of these legal or other requirements shall be the exclusive responsibility of the Service Provider. This applies in particular to occupational regulations; regulations of the Federal Financial Supervisory Authority ("BaFin"); regulations of the Distance Selling Act, the Teleservices Act; regulations of the Tax Act and the Price Indication Ordinance; regulations on the retention of documents and other data; requirements in electronic business transactions; and data protection regulations

4. Responsibilities of the Service Provider Concerning Contents, Exemption for Bridge ITS

The Service Provider is the sole entity responsible for all content that the Service Provider stores in Bridge (documents, guides, etc.). Bridge ITS is not obligated to check the content of the service provider for legal violations.

In particular, in connection with a utilization of Bridge, no content may be conveyed or files may be posted that violate legal prohibitions or morality (in particular, no pornographic, anti-constitutional or discriminatory content) or violate the rights of third parties (in particular, personal rights, trademark rights, rights to a name, and copyrights).

Should Bridge ITS be held liable as a third party or co-disturber due to illegal content provided or intentionally used by the Service Provider (e.g. for injunction, revocation, correction, damages, etc.), then the Service Provider shall be obligated to release Bridge ITS from all resulting costs upon first request. The service provider is also obligated to support Bridge ITS in any way to ward off such a claim.

5. Availability, Technical Requirements, Data Backup for the Term of Agreement

5.1 Standard Operation and Maintenance

Bridge is made available for use via a German Internet Service Provider (hereinafter referred to as "Hoster"). Periodically, availability may be limited - in particular due to necessary maintenance or for security-related reasons (within the scope of responsibility of the Hoster or Bridge ITS). Bridge ITS shall inform the Service Provider about the planned maintenance work and its scope in a timely manner, and/or about the expected duration of the restricted availability through a notice visible to



Users logged into the system. Subject to these limitations of availability, Bridge shall provide Users with an availability of at least 97.5% p.a. on all 7 weekdays in the period from 07:00 - 22:00 CET.

5.2 Technical Requirements for the Service Provider's System

Access to Bridge depends on the technical equipment available to the Service Provider, as well as on data transmission via the Internet, for which Bridge ITS assumes no responsibility.

5.3 Force Majeure

In the event that Bridge is unavailable due to unforeseen events such as force majeure, war, labor disputes, natural disasters and other events beyond the control of Bridge ITS, and for which Bridge ITS bears no responsibility, Bridge ITS will be released from its contractual obligations for the duration of the disruption, and to the extent of its effect. Should such an event occur, both Bridge ITS and the Service Providers are obligated to adjust their mutual obligations in full consideration of the changed circumstances.

5.4 Data Backup

Bridge ITS will back up database content and related files on a continuous daily basis during the term of the Agreement. This includes, but is not limited to, consultation content (guides, slides, uploaded documents), consultation protocols, requested personal information from consumers, personal information about the Service Provider, and statistical data. Bridge ITS will engage the Hoster for this purpose, as required. With regard to the deletion of Data after the end of the Agreement term, please refer to section 7.4.

6. Charges for the use of Bridge

6.1 Fees, Due Dates

The Service Provider is obliged to pay Bridge ITS a compensation in the amount of the Service Package selected in the course of the registration in accordance with Section 2. If, as an exception, no payment term has been stipulated in this context, the fee shall be due at the selected payment interval (monthly or annually) at the beginning of each new subscription period of the fee-based contract term.

6.2 Payment Service Provider

The Service Provider authorizes Bridge ITS to collect any fees in connection with the Agreement directly after the due date from the Service Provider, through a third-party Payment Service Provider to be determined by Bridge ITS, in accordance with the payment method specified by the Service Provider. Bridge ITS is authorized to transfer the necessary payment data to the Payment Service Provider and to have them processed by the Payment Service Provider.

The following payment service providers may be used:

Stripe Payments Europe, Limited
The One Building
1 Grand Canal Street Lower
Dublin 2
Co. Dublin
Ireland

Stripe's Terms and Conditions and Privacy Policy are hereby incorporated into the Agreement pursuant thereto, and may be viewed at <https://stripe.com/en-de/legal>

PayPal (Europe) S.à r.l. et Cie, S.C.A.
22-24 Boulevard Royal
L-2449 Luxembourg



The Terms and Conditions and Privacy Policy of PayPal are hereby incorporated into the Agreement accordingly, and can be viewed at:

GTC: https://www.paypal.com/de/webapps/mpp/ua/legalhub-full?locale.x=de_DE

Privacy policy: https://www.paypal.com/de/webapps/mpp/ua/privacy-full?locale.x=de_DE

7. Term and Cancellation

7.1 Term and Cancellation

The term as defined in this Agreement commences with the formation of the Agreement. This Agreement shall be entered into for an indefinite period.

In the absence of individual stipulations in the contract, both contracting parties are entitled to terminate the contract by regular notice. The following deadlines must be observed:

- If the term of the contract is measured in years, the notice period for termination is one month prior to the expiry of the fixed period.
- If the term of the contract is measured in months, the notice period is one month before the end of the agreed period

The right to terminate for just cause remains unaffected.

7.2 Formality and delivery of a Termination Notice

Any termination of this Agreement must be made online via the user account, or in written form.

7.3 Data Backup Request after Termination

The Service Provider can order the backup and access of its data stored by Bridge via the User Account or in writing, subject to a charge. If such a chargeable order is received from the Service Provider no later than 5 working days before the end of the Agreement, Bridge ITS will supply the Service Provider with a copy of this data.

7.4 Deletion of Data after Termination

As part of the termination notice, the Service Provider may authorize Bridge ITS to store the Service Provider's data until the Service Provider requests Bridge ITS in writing to delete it; however, Bridge ITS does not assume any legal obligation in this respect. Bridge ITS has the right, in any case, to delete all of the Service Provider's data stored in connection with this Agreement by or on behalf of Bridge ITS (including electronic correspondence, customer data, and Service Provider documents) upon termination of the Agreement. Unless the Service Provider instructs Bridge to back up its data in accordance with Section 7.3 of these GTC, the Service Provider shall remain solely responsible for exporting and backing up any data stored by Bridge prior to termination of the Agreement. Bridge ITS hereby informs that such a data backup may be mandatory in view of the Service Provider's legal obligations to archive data.

8. Liability

Legal and contractual liability of Bridge ITS to pay claims for damages shall be limited as follows in any case:

- For the slightly negligent breach of essential obligations arising from the user relationship, Bridge ITS shall be liable to the amount limited to the foreseeable damage typically arising at the time of the contract's completion.
- Bridge ITS is not liable for the slightly negligent breach of non-essential obligations arising from the contractual relationship.

The aforementioned limitation of liability does not apply in cases of mandatory legal liability, for intentional breaches of duty, when and to the extent that Bridge ITS has assumed a guarantee and for culpably caused bodily injury (injury to life, body, health).

9. Contractual Parties

The Contractual Partners shall not establish a company. This Agreement is not a contract for the benefit of third parties (§ 328 BGB). Neither of the Contracting Parties shall be entitled to make any declarations and/or undertakings on behalf of the other Contracting Party without prior written consent, or to bind the other Contracting Party with respect to the consumer.

10. Final Provisions

10.1 Scope and Amendments to these GTCs

Bridge ITS provides services based exclusively on these General Terms and Conditions ("GTC") and hereby objects to the inclusion of any general terms and conditions set forth by the Service Provider. Bridge ITS reserves the right to amend these GTC at any time. Bridge ITS shall communicate the amended GTC to the Service Provider prior to their entry into force. If the Service Provider does not object to the validity of the amended GTC in writing (electronic media is sufficient) within four weeks after receipt of Bridge ITS' amendment notification, the amended GTC shall be deemed accepted by the Service Provider. Bridge ITS will notify the Service Provider of the deadline in writing (electronic media will suffice). If the Service Provider objects to the GTC, the objection is deemed to be a termination of this Agreement without notice.

10.2 Priority of Online Registration, Promotion Codes

Terms and conditions agreed upon in writing (in this case exclusively via the registration forms) within the framework of the online form pursuant to Section 2 and/or the User Account shall, in case of doubt, take precedence over any conflicting provisions of these GTC. This also applies to any promotion codes, including their special terms and conditions, which Bridge ITS shall communicate to the Service Provider in writing (electronic communication is sufficient) prior to the conclusion of the Agreement for the respective promotion, if applicable limited to a duration of the respective promotion communicated to that extent.

10.3 Formality in Writing, Jurisdiction

Unless these GTC expressly provide otherwise, the electronic transmission is not sufficient for the contractually required written form.

The GTC and the legal relationship between the Service Provider and Bridge ITS are governed by the laws of the Federal Republic of Germany, excluding international provisions on conflict of laws. To the extent permitted by law, the Regional Court of Munich I shall have exclusive jurisdiction over any disputes arising in connection with this Agreement.