

General terms and conditions for the usage of Teamlove

1. General

1.1. With the creation of a user account on the website www.teamlove.app by the service recipient a business relationship with the service provider arises, which is regulated by these general terms and conditions (GTC). With regard to the rights and obligations of the Service User, the following provisions also apply to its partners and employees who use Teamlove with a user account assigned to the Service User.

1.2. The service provider is the IWOP GmbH, Albert-Einstein-Straße 1, 49076 Osnabrück. Teamlove is the correspondent Software of the IWOP GmbH.

1.3. Teamlove is intended for business customers who can use the Software to improve the collaboration of their teams. The service recipient is a company or other entity that uses the Teamlove Software with a user account.

2. Access and accessibility

2.1. Teamlove is hosted on servers of the service provider and access by the service recipient is via the Internet. Technical, personnel, economic or other requirements necessary for the use of Teamlove are not the subject matter of the Service.

2.2. The service provider may modify or improve Services at any time, which may result, among other things, in visual and/or technical changes.

2.3. The service provider shall take technical and organizational measures to ensure the availability of the Service. In particular during server failures, maintenance of servers, or the installation of software updates, Teamlove may be temporarily unavailable.

3. Pricing and terms of payment

3.1. The currently valid price plans for Teamlove can be taken from the website. All prices quoted by the Service Provider are in Euro excluding VAT and other statutory taxes and duties.

3.2. The Service Provider has the right to freely set prices. In the event of a price change, service recipients shall be informed of the price change in their User Account or by e-mail at least 60 calendar days before the price change takes effect. If they do not agree with the price changes, they can delete their user account at any time before the changes come into force.

3.3. The invoice amount is due immediately upon receipt of the invoice. If the amount is not collected by the service provider, it must be transferred by the service recipient within 4 weeks.

4. Fair use policy

4.1. Teamlove might be offered partially free of charge by the service provider for the first teams of a company as part of promotions, actions, or vouchers, with the limit on free teams being variable. The Service User is not permitted to circumvent this limit, for example by opening multiple company accounts or by teams (coordinated or random) creating individual team accounts. The Service Provider reserves the right to review the usage accordingly and will request the Service User to adjust the account structure if necessary.

5. Duration and termination of the business relationship

5.1. The business relationship ends when the service recipient deletes their Teamlove user account in the profile settings.

5.2. The service provider reserves the right to terminate the business relationship by blocking or deleting the user account of the service recipient in case of late payment or violation of these GTC.

5.3. The service provider reserves the right to terminate the business relationship with a notice period of 60 calendar days, for example in case of discontinuation of the services offered at www.teamlove.app.

6. Obligations and liability of the service provider

6.1. The service recipient guarantees to use Teamlove exclusively for teams of its own company. The service recipient is prohibited from misusing the services of the Provider. An abusive use occurs if the privacy or rights of others are disregarded and/or violated by the use of the software and/or illegal actions are triggered or provoked by the use. An abusive use also exists if the service recipient could harm the name, description, or activities of the service provider and/or other companies or persons by using the software. The basic prerequisite for the organizational use of Teamlove is the consent of all persons responsible and involved with the service recipient (management, executives, employees, personnel representatives, data protection officers). The service recipient shall inform the responsible persons about the use and the framework conditions of Teamlove and obtain their consent.

6.2. In case of damages caused by misuse, breach of duty, or illegal use of Teamlove by the service recipient, the service provider as well as vicarious agents shall not be liable to the service recipient or other third parties.

6.3. The secrecy of the access data by the service recipient is obligatory. The service recipient is liable for misuse or unauthorized use of the access data if he is responsible for it.

7. Rights of usage

7.1. The software described herein is a software-as-a-service solution that can be used by the service recipient by accessing a server. The software is expressly not provided to the service recipient, but the service provider grants the service recipient a non-

sublicensable and non-transferable right to use Teamlove for a period limited to the business relationship.

7.2. The above rights shall also apply to new versions, updates, upgrades, or other changes made to the software during the business relationship between the service provider and the service recipient.

7.3. The service provider shall be the sole owner of the distribution, reproduction, and processing rights as well as all other copyrights with respect to the Website, the Teamlove online software, or any patents contained therein.

8. Liability

8.1. The liability of the service provider shall be limited to foreseeable and typical damages of the services.

8.2. Liability and warranty claims for breaches of duty arising from simple negligence shall be limited in amount to the usage fees paid by the recipient in the last 6 months.

8.3. In case of claims for damages, they must be asserted in court at the competent court within one year from the date when the service that caused the damage was used. Any liability is excluded for damages that occur or are claimed after the expiration of the aforementioned period.

8.4. The service provider shall not be liable for limitations of services that occur for reasons beyond the control of the service provider (e.g., force majeure or fault of third parties).

8.5. The service provider shall endeavor to keep the Website free of malware and secure. The service provider does not assume any liability for damages caused by malware or hacker attacks. This applies to hacker attacks or potential malware on the website of Teamlove as well as to hacker attacks and malware on the computers, servers, etc. of the service recipient or other third parties.

9. Amendment of the general terms and conditions

9.1. It is up to the service provider to amend these GTC.

9.2. The Provider shall inform the Recipient of any changes to the GTC in the User Account or by e-mail. If the Service User does not object in writing within 14 days of the changes, the changes shall be deemed approved.

9.3. If the service recipient disagrees with the changes to the GTC by the service provider, the service provider may immediately terminate the business relationship, e.g. by blocking or deleting User accounts.

10. Data protection

10.1. The service provider shall comply with the data protection regulations when processing data. Detailed information regarding the processing of personal information can be found in the declarations on data protection and in the contract on commissioned processing.

10.2. The Contracting Parties may be legally obliged to conclude a contract for commissioned processing. The Recipient will check if her way of using Teamlove leads to this obligation and, if necessary, agree to the contract provided by Teamlove in the settings of the User Account. If the Recipient does not agree to the terms and conditions, the use of the Service is prohibited.

10.3. The use of anonymized data for scientific research by the service provider is permitted.

10.4. Open comments are evaluated by artificial intelligence (LLM, Large Language Model). No connection with personal information is made for the evaluation. For a corporate account, the evaluation of open comments can be disabled in the team settings. This setting then applies to all teams associated with the company.

11. Other

11.1. Any dispute concerning the service provider and the service recipient or any dispute arising in connection with the contractual, business, and/or legal relationship shall be governed by German law (excluding the reference standards).

11.2. For all disputes in connection with the business relationship with the service provider or the use of the services of Teamlove, the registered office of the service provider is the exclusive place of jurisdiction.

11.3. The place of performance shall be the registered office of the service provider.