

TERMS OF USE

WONDER TECHNOLOGIES GMBH

1. Scope of Application and General Provisions

- 1.1 These Terms of Use (the "**ToU**") apply to the provision and use of Wonder's cross-platform service for the facilitation and hosting of online meetings (the "**Software**") by Wonder Technologies GmbH, Kommandantenstraße 77, 10117 Berlin ("**Wonder**"). The provision of the services offered by Wonder on its website (the "**Services**") address both consumers (*Verbraucher*) pursuant to Section 13 German Civil Code and entrepreneurs (*Unternehmer*) pursuant to Section 14 German Civil Code (the respective customer the "**User**", together with Wonder the "**Parties**").
- 1.2 Deviations from these ToU shall only be considered agreed if they have expressly been confirmed in writing by Wonder. In particular, the mere omission of an objection by Wonder against any general terms and conditions of the User shall not cause such terms and conditions to be considered agreed. This shall also apply if Wonder performs Services unconditionally upon knowledge of opposing terms and conditions of the User or terms and conditions diverging from these ToU.

2. Conclusion of Contract

- 2.1 To fully access the Services the User must first select a supported login method to start the signup process. Subsequently, by checking the respective boxes, the User accepts the then current versions of Wonder's ToU, privacy policy (<https://www.wonder.me/policies/privacy-policies>) and data processing agreement (<https://www.wonder.me/policies/data-processing-agreement>). By clicking on the button "Next", the User accepts Wonder's offer to conclude a contract (the "**Contract**") including these ToU. Upon completion of the signup process, a Wonder room is created to which the User can invite other Users and host online meetings and set up virtual events and gatherings of different kinds.
- 2.2 Users can also use a limited version of the Services without going through the registration process pursuant to Sec. 2.1 by simply accessing the Software via browser or stand-alone application.

3. Scope of Services

- 3.1 The Software is a cross-platform application for running online meetings (the "**Contract Purpose**").

3.2 Wonder reserves the right to remove certain features from the Software at its own discretion. The scope of the Services for the User shall be determined by Wonder at its own discretion. The User has no claim to the retention of certain functions or the specific design of the Services.

3.3 Wonder does not owe the User any specific availability of the Service. Wonder is free to prevent the User's access to the Services at any time or to take the Services off the market without notice. Wonder reserves the right to introduce a paid version of the Services in the future; for the avoidance of doubt: a cost obligation for the User arises only if agreed upon with Wonder.

4. Free Use and Operations

4.1 The User may use the Software free of charge during the term of the Contract.

4.2 Wonder intends to use state-of-the-art technology and shall be entitled to regularly carry out or introduce updates, new versions or upgrades of the Software in order to adapt the Software to new technical or commercial requirements, to implement new features, or to make changes to existing features in order to improve the Software.

5. Use of the Software by the User

5.1 The Software is used by means of telecommunications via the browser or a stand-alone application. The User may only use the access to the Software for himself and for the Contract Purpose. The User undertakes to take appropriate security precautions to ensure his access to the Software is not used by unauthorised persons. Such security precautions include in particular the use of a secure password.

5.2 The User may only enter data, texts, pictures and other content into the Software

5.2.1 that comply with applicable law;

5.2.2 that do not infringe third party rights; and

5.2.3 to the entering of which the User is legally entitled without any restrictions.

The User agrees that Wonder may process the media content created through the use of the Software by the User for the purposes of this Contract, in particular store such content and make it available for retrieval. Wonder is entitled to delete content uploaded by the User if reasonable grounds exist for Wonder to assume that the content was not entered into the Software in compliance with the provisions of these ToU.

5.3 Content included in the Software may only be used for the purposes of this Contract.

5.4 The User agrees not to upload, transmit, support, incite, promote or otherwise make

available any content that is or could reasonably be viewed as unlawful, racist, hostile, violent, discriminatory (including relating to race, religion, sex, sexual orientation, age, disability, ancestry or national origin), harmful, harassing, defamatory, vulgar, obscene or otherwise objectionable or which contains software viruses or any other computer code, files or programs designed to interrupt, monitor destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

6. Indemnification

The User indemnifies and holds Wonder harmless from all claims by third parties (in particular from claims arising out of breach of copyright, competition, trademark or data protection law) that are asserted against Wonder in connection with the User's use of the Software insofar as such claims do not result from wilful or negligent behaviour of Wonder or its legal representatives or agents (*gesetzliche Vertreter oder Erfüllungsgehilfen*). This indemnification obligation comprises the reimbursement for appropriate costs that Wonder incurred in the course of asserting or defending its legal rights in this context.

7. Liability

- 7.1 The no-fault based liability pursuant to Section 536a (1) German Civil Code for defects in the Software existing at the time of contracting shall be excluded.
- 7.2 Wonder is liable for damages if arising from (i) willful misconduct or gross negligence of Wonder or its legal representatives or agents (*gesetzliche Vertreter oder Erfüllungsgehilfen*), (ii) negligent violation of a material contractual duty (*Kardinalpflichten*) by Wonder or its legal representatives or agents, however, limited to typical damages which are foreseeable at the time of the conclusion of the Contract or (iii) negligence of Wonder or its legal representatives or agents in a way causing injury to life, body or health, or (iv) any compulsory statutory liability of Wonder or its legal representatives or agents. Material contractual duties (*Kardinalpflichten*) are duties the fulfilment of which is a prerequisite for proper execution of the Contract or the breach of which endangers attainment of the Contract Purpose and the observance of which the User must regularly rely on.
- 7.3 Any contributory negligence (*Mitverschulden*) on the part of the User shall be taken into account. In particular, Wonder shall only be liable for the recovery of data if the User has taken all necessary and reasonable data backup precautions and ensured that the data can be recovered at reasonable cost from data material kept in machine-readable form.
- 7.4 This liability arrangement is conclusive. It shall apply with respect to all damage compensation claims, irrespective of their legal ground, particularly also with respect to pre-contractual claims or collateral contractual claims. This liability arrangement shall also apply in favor of legal representatives and agents of Wonder if claims are asserted directly against them.

7.5 The User is obliged to immediately notify any damage pursuant to the above liability provisions to Wonder in text form or to have such damage documented by Wonder, so that Wonder is informed as early as possible and can possibly still mitigate the damage together with the User.

8. Limitation of Claims

8.1 Claims of the User become time-barred, except in the event of intention or gross negligence, within one year from beginning of the limitation period. This shall not apply if the damage in question incurred by the User consists in personal injury. Claims for personal injury become statute-barred within the statutory limitation period.

8.2 Any rescission of contract or reduction of payments shall be invalid if the claim to performance or subsequent performance of the User has become time-barred.

9. Copyright and License

9.1 The Software is protected by copyright. Wonder is the holder of the intellectual and commercial property rights with regard to the Software.

9.2 The User shall have the non-transferrable, non-exclusive right, temporally restricted to the term of the Contract, to use the Services via the Internet for the Contract Purpose. The User shall not obtain any rights beyond this. In particular, the User is not entitled to make the Software accessible to third parties or to use it in any other way outside the Contract Purpose. In particular, the User has to refrain from copying, decompiling, reverse engineering or editing the Software beyond the Contract Purpose.

10. Feedback

The User agrees that Wonder may freely use, exploit and further develop any feedback provided by the User.

11. Term and Termination

11.1 The term of the Contract shall run for an indefinite period and may be terminated by either Party with immediate effect.

11.2 The termination must be made by declaration in text form.

11.3 Wonder advises the User that they themselves are responsible for the timely backup of their data before termination of the Contract. For technical reasons, Wonder cannot generally guarantee that the User will be able to access their data files after termination of the Contract.

12. Confidentiality

- 12.1 The Parties undertake to maintain temporally unlimited secrecy regarding all information and documents of the Parties labelled as confidential or to be considered confidential based on the circumstances.
- 12.2 The following applies to such Users that are entrepreneurs: The User consents for Wonder to disclose the collaboration between Wonder and the User for marketing purposes and in this connection also use the organization logo of the User. The User may revoke this consent pursuant to this Section 12.2 at any time by declaration in text form (e.g. via e-mail to info@wonder.me).

13. Data Protection

- 13.1 Wonder treats the User's personal data in accordance with data protection standards and specifications.
- 13.2 Wonder only acts as data processor within the meaning of Art. 28 GDPR vis-à-vis such Users that feed personal data (*personenbezogene Daten*) of their customers into the Software. The User is obliged to notify Wonder beforehand of its intent to feed personal data of their customers into the Software; in this case, the Parties are obliged to conclude a separate data processing agreement.
- 13.3 Within the applicable law (in particular, but not limited to, antitrust/competition law), Wonder is entitled to use data fed into the Software by the Users in anonymised or aggregated form. Wonder shall be entitled to do so in particular in order to improve existing functions of the Software or to provide new functions of the Software.

14. Final Provisions

- 14.1 If the User qualifies as businesses (*Unternehmer*) pursuant to Section 14 German Civil Code: Should individual provisions of the Contract of use or other contractual documents be or become invalid or unenforceable in whole or in part or should they not contain a necessary provision, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision or to fill the loophole, the legally admissible provision shall be deemed to have been agreed retroactively which corresponds as closely as possible to what the Parties would have wished or would have been agreed in spirit and purpose by the Parties if they had considered the invalidity or unenforceability of the provision in question or the loophole.
- 14.2 If these ToU refer to a written form or notification, the sending of an e-mail shall also suffice respectively.
- 14.3 The Contract and the other contract documents are subject to the law of the Federal

Republic of Germany to the exclusion of the German conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods. Statutory provisions on the restriction of choice of law and the applicability of mandatory law in particular of the place where a User which legally qualifies as consumer (*Verbraucher*) pursuant to Section 13 German Civil Code has its habitual residence (*gewöhnlicher Aufenthalt*) remain unaffected.

- 14.4 If the User qualifies as merchant (*Kaufmann*), legal entity under public law (*juristische Person des öffentlichen Rechts*) or separate fund under public law (*öffentlich-rechtliches Sondervermögen*), for all disputes arising from or in connection with the Contract or the ToU, including their validity, the District Court of Berlin (*Landgericht Berlin*) shall have exclusive jurisdiction to the extent permitted by law.