Terms and conditions of fynk GmbH for the free use of fynk

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I. Preamble

fynk GmbH, Heinrichsgasse 2/1/8, 1010 Vienna (hereinafter: "fynk"), offers a web-based software solution for creating, signing and managing contracts (hereinafter: "Software") under the brand name fynk via the URL https://www.fynk.com/ (hereinafter referred to as the "website"). Users of fynk are companies within the meaning of Section 1 (2) of the Austrian Consumer Protection Act (KSchG).

These contractual terms and conditions become part of the contract when a business account is opened on the fynk website (see Section III. "Technical registration, conclusion of the contractual terms and conditions"). The contract between fynk and the user is concluded when the technical registration on the website is completed and a business account is opened. fynk provides the user with the software and the associated storage and computing capacity free of charge and without consideration. The user may therefore not expect from fynk the same scope of services and standard of care as in a paid contract.

The user has the option of booking a paid package with fynk at any time. In this case, a separate contract is concluded in accordance with the *terms and conditions of fynk GmbH*, available at https://fynk.com/en/legal/terms/terms-paid/. The conclusion of a contract for a paid package is not related to the free use of fynk as specified in the contract. The user is in no way obliged to book a paid package following the free use, and fynk does not expect this.

II. Subject matter of the contractual terms and conditions

1. These contractual terms and conditions apply to the use of the software (see section IV. "Type and scope of service") by the user. If third-party offers are included, this is indicated to the user on the website. The source code underlying the software, including the algorithms used, is not subject to this contract.

2. The software is provided by fynk as a web-based cloud solution. The user is permitted to use the software stored and running on the servers of fynk or a service provider commissioned by fynk via an internet connection for their own purposes during the term of this contract and to store and process their data with its help. In addition, AI-supported analysis of company-related documents

is provided as an option. Some AI functionalities are based on fynk's own developments, while others are made possible through the integration of third-party tools.

3. The use of fynk is only open to companies within the meaning of Section 1 (2) of the Consumer Protection Act (KSchG). The offer is not aimed at consumers.

4. These contractual terms and conditions apply exclusively, with the exception of the contractual components mentioned herein. The user's contractual terms and conditions do not apply. Counter-confirmations by the user with reference to their own terms and conditions are hereby expressly rejected, which is why no further objection by fynk is required after receipt of such a counter-confirmation from the user.

III. Technical registration, conclusion of the contract

1. Technical registration for the use of fynk: In order to use the software, the user must register at https://www.fynk.com/ and open a company account (hereinafter referred to as "account"). Users may be natural persons or legal entities. In the case of legal entities, an account may only be opened by an authorised representative or employee of the user; this person must be specified accordingly. The data required at must be provided truthfully and updated immediately in the event of changes to ensure smooth use. We confirm receipt of the data to the user by sending an automatically generated email to the email address provided ("Verify your email address").

2. After verification of the email address, the user will receive another email confirming the registration and can then access fynk with the login details previously selected during registration.

3. Upon confirmation of the account opening by fynk, a contract is concluded between the parties, and the terms and conditions become an integral part of the contract.

4. If, as a result of the cancellation of a paid package, fynk continues to be used free of charge, a contract in accordance with paragraph 3 is also concluded.

IV. Type and scope of service

1. fynk provides the user with the software ("as is") and without any warranty, in particular with regard to its accuracy, availability, completeness or suitability for a specific purpose, at the router output of the data centre where the server with the software is located ("transfer point") for the use of the functions within the scope of the user's business activities.

2. The user undertakes to use fynk exclusively in a manner that is customary in the industry and fair ("fair use"), in particular since it is provided free of charge. Any use that contravenes this and is therefore abusive entitles fynk – in cases of imminent danger, even without prior notice – to immediately deactivate the customer's access and to terminate the contract without notice (see section VIII.3.).

3. The scope of services of the software as presented on the website (https://fynk.com) or in the detailed service description (https://fynk.com/en/legal/service-description/) refers exclusively to the paid version of fynk, not to the free use. The scope of free use is based on this, but may also differ significantly from it . fynk is also entitled at any time to exclude or restrict certain functions from free use. In general, the user acknowledges that fynk is not obliged to provide a specific function of the software or to provide storage or computing power.

4. Rather, fynk's main obligation under this contract is limited to ensuring a certain level of robustness of the system with regard to the data stored by the user. However, the user is obliged to take appropriate precautions in the event that the software does not function properly or does not function properly . In this context, the user must perform regular data backups. The user is solely responsible for backing up their data and documents.

5. The software, the computing power required for its use, and the necessary storage and data processing space are provided by fynk in accordance with the "fair use" principle. The latter may be used, insofar as it is actually available, for the storage and processing of data that has been fed into or imported into the software by the user and/or generated through the use of the software (hereinafter referred to as "user data"). However, fynk is entitled to reclaim the storage space allocated to the user at any time, subject to prior notice.

6. fynk grants the user a simple, non-sublicensable, non-transferable and, for the duration of this contract, temporally limited but spatially unrestricted, non-exclusive right to use the software. This right of use applies exclusively to the use described in paragraphs 1 to 5 and in the documents mentioned therein. The user is not entitled to reproduce, analyse, decompile, reverse engineer or otherwise modify the software.

7. The provisions of paragraph 6 apply accordingly to the AI models that enable the AI functionalities and their results, insofar as they are protected by copyright. If these elements are not protected by copyright, fynk grants the user an actual right of use to the same extent and for the same purpose, which establishes an economic preferential position for the user.

8. The user acknowledges that the results of the AI functionalities are merely probability-based assumptions, the quality of which depends in particular on the quality of the data entered or imported by the user, the user's usage behaviour (e.g. "prompts") and the third-party tools integrated into the software (e.g. ChatGPT). The accuracy, completeness and suitability of the results of the AI functionalities for a specific user purpose are not part of the contractual services. The user bears full responsibility for checking whether the results of the AI functionalities meet their requirements and for any use of or reliance on these results. This responsibility includes ensuring that persons working for the user (e.g. employees) and other persons in the user's sphere (e.g. third parties to whom the user grants access to the software) are sufficiently informed about the AI functionalities and their results.

V. Availability of the software

1. There are no guarantees whatsoever regarding the availability of fynk. The software may be used by the user if and to the extent that it is available to them. In this context, the user acknowledges that long-term system impairments (including a possible total failure of the software platform) may also occur.

2. fynk may also carry out maintenance work at any time and without prior notice, including maintenance work that may take some time.

3. fynk advises users that restrictions or impairments may arise when using the software that are beyond fynk's control. These include, in particular, the unavailability and malfunctioning of third-party tools integrated into the software, actions by third parties not acting on behalf of fynk, technical conditions of the internet beyond fynk's control, and force majeure. The hardware, software and technical infrastructure used by the user may also influence the usability of the software.

4. In order to enable the most efficient troubleshooting possible, the user can report functional failures, malfunctions or impairments of the software immediately and as precisely as possible by email to support@fynk.com. However, fynk is under no obligation to take action as a result of a report from the user.

VI. Rights to data processing, data backup, order processing

1. fynk complies with the statutory data protection regulations.

2. The user grants fynk the right to reproduce and otherwise process the data to be stored by fynk for the user for the purposes of updating and further developing the software and improving existing functions, including the training of AI models by fynk and third-party providers whose tools (e.g. ChatGPT) are

integrated into the software, the non-exclusive right to reproduce and otherwise process the data to be stored by fynk for the user for an unlimited period of time. fynk is also entitled to incorporate the data into other data collections and databases, to combine and edit it, in particular to make changes to the structure of the data or the data format, and/or to use it elsewhere in the development process.

3. The user grants fynk the right to name the user as a reference in fynk's commercial activities using the user's company logo. This consent may be revoked at any time. The revocation must be made in writing. If it is not possible to reverse any publications that may have already been made for technical and/or practical reasons (e.g. publication in print media, etc.) after receipt of the revocation declaration by , no claims can be derived from this by the user.

4. fynk sends newsletters to users at irregular intervals. In addition to information about the product and how it can be used more effectively, these newsletters also contain information about product innovations and changes. Occasionally, new partners, industry information and other news are also presented. If the user does not wish to receive this fynk newsletter at all or no longer wishes to receive it, the user must notify fynk.

5. fynk is constantly developing its product. When introducing new components, fynk analyses in some cases, based on the business model and the behaviour of its users, for whom product innovations are particularly advantageous, and addresses these users specifically.

6. If and to the extent that the user processes or has processed personal data on IT systems for which fynk is technically responsible, they must inform their users accordingly. fynk provides all information on the collection, processing and storage of personal data by its systems in its privacy policy: https://fynk.com/en/privacy-policy/.

7. If fynk acts as a processor for the user within the meaning of Art. 28 GDPR, the provisions on commissioned data processing by fynk apply: https://fynk.com/en/legal/dpa/. Notwithstanding Section 14 (1) of the provisions on commissioned data processing, the provisions apply without being signed separately by both parties, solely through the conclusion of a contract in accordance with Point I. "Preamble" or Point III. "Technical registration, conclusion of the contract" of these contractual terms and conditions.

VII. Remuneration

1. The provision of fynk is free of charge within the scope of this contract. The user owes no remuneration and no other active action whatsoever that constitutes a contractual service.

2. If, within the scope of the execution of this contract, the user provides a service to fynk that could be classified as a contractual service, the parties hereby agree that this shall be classified as recognition interest ("Anerkennungszins").

3. Fees may be incurred for third-party services used by the user, which may be billed directly by the respective provider. This may include, for example, fees for online payment services or tools that are integrated into the software.

VIII. Contract term and termination

1. Contracts for the free use of fynk are concluded for an indefinite period.

2. Termination of the contract: Contracts can be terminated by either party by giving one week's notice.

3. The right of both parties to terminate the contract without notice for good cause remains unaffected. fynk is entitled to terminate the contract for good cause in particular if: (i) the user's use of the services violates the law and/or the rights of third parties; (ii) the user violates other essential contractual provisions; (iii) the user's use of the services causes such a high system load that fynk cannot reasonably be expected to continue providing the services; or (iv) the user violates the "fair use" principle.

4. Form of the notice of termination: The notice of termination must always be made in writing. If this function is available, the termination can also be carried out via the user's account.

5. In the event of termination, the user may, within a period of three months after the end of the term, export their contracts imported and created in fynk, as well as other files, metadata and other data that the user has fed into or imported into the software and/or that has been generated through the use of the software, in an electronic and machine-readable format.

6. In the event of termination, fynk is entitled to deactivate the user's account and profile, as well as the user's fynk access, after expiry of the period defined in paragraph 5. This will also result in the deletion of existing files and data in fynk.

7. The following applies to switching between free and paid use of fynk:

a) The user can book a paid package at any time under the terms and conditions of fynk GmbH, available at https://fynk.com/en/legal/terms/terms-paid/, which involves the conclusion of a separate contract. Upon the paid contract taking effect, the present contract for the free use of fynk expires. The data stored in the user's account remains intact; paragraph 6 does not apply in this case.

b) If, as a result of the termination of a paid contract (regardless of the legal grounds for termination), the user continues to use the software free of charge, the terms and conditions of fynk GmbH for the free use of fynk in their latest version, available at https://fynk.com/en/legal/terms/terms-free/, shall be deemed to have been concluded.

IX. Liability

1. The software is provided "as is" and without any express or implied warranty.

2. fynk is liable without limitation for personal injury, under the Product Liability Act (Produkthaftungsgesetz) and for damage resulting from intentional acts.

3. Furthermore, any liability is excluded to the extent permitted by law.

4. In the event that the user provides a service within the scope of the contract that qualifies as contractual consideration, does not merely represent a recognition interest ("Anerkennungszins") and therefore constitutes a contract for consideration, the parties agree on the following deviating liability provisions:

   a) fynk shall be liable for damages resulting from slightly negligent breaches of essential contractual obligations , but limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the user may regularly rely.

   b) fynk shall not be liable for slightly negligent breaches of non-essential contractual obligations.

   c) fynk accepts no liability whatsoever for consequential damage (in particular for loss of profit and loss of content, data and programmes), indirect and consequential damage, or for pure financial losses of any kind.

   d) The maximum liability of the provider under this contract is limited to €900 per calendar year (regardless of when the contract begins during the year) .

5. The above liability provisions also apply in the event of breaches of duty by fynk's legal representatives, employees or vicarious agents.

6. For damages resulting from the use of AI functionalities, fynk shall be liable – regardless of the legal basis – exclusively in accordance with paragraphs 1 to 5, 7 and 8 and taking into account the following provisions:

   fynk shall not be liable for damages resulting from the use of AI-based functions and AI functionalities, in particular those with machine learning components, if these were foreseeable according to the state of the art. Likewise, liability for damages based on incorrect outputs or incomplete results attributable to technical, data-based or other systemic limitations is excluded. The user is therefore obliged to check the outputs and results independently and to provide suitable backup mechanisms for critical applications.

7. fynk selects the third-party providers (who are never vicarious agents ["Erfüllungsgehilfen"]) and their tools (e.g. ChatGPT) that are integrated into the software with due care. Only suitable third-party providers are used and tools that correspond to the state of the art are integrated into the software. However, fynk accepts no liability for the availability, functionality or error-free performance of tools or services provided by third-party providers and integrated into the software. fynk also accepts no liability for damage, data loss or other disadvantages resulting from the integration of these tools into the software or from interaction with the systems of third-party providers. Furthermore, fynk accepts no liability for the legality of the AI models developed and provided by third-party providers or the data used to train them. If it transpires that the training data used or the AI models based on it are unlawful or violate applicable laws, third-party rights or data protection regulations, the responsibility lies solely with the respective third-party provider. The user is obliged to inform themselves about the terms of use and data protection guidelines of the respective third-party providers. The use of AI functionalities enabled by third-party tools is at the user's own risk. Furthermore, the user may not assume that any contractual relationships between fynk and third-party providers are contracts with protective effect in favour of third parties.

8. If the user recognises or should reasonably have recognised that the result of an AI functionality is incorrect or incomplete, they are obliged to cancel or repeat the process and to report the description of the incorrectness or incompleteness immediately and as precisely as possible by email to support@fynk.com. If the user does not cancel the process despite repeated errors or incompleteness, they are responsible for any adverse consequences in their sphere or towards third parties.

9. fynk accepts no responsibility for the content, data and/or information provided by the user, nor for content on linked external websites. In particular, fynk does not guarantee that this content is correct, suitable for a specific purpose or actually usable for such a purpose.

10. The user indemnifies fynk against all claims, including claims for reimbursement of expenses and damages, which other users of fynk or other third parties, including authorities, assert against fynk due to a legal violation for which the user is responsible in connection with the use of the software or due to a violation of their rights by the content, data and/or information provided by the user on fynk. The user is also obliged to reimburse all costs; this also includes the costs of reasonable legal defence. All further rights and claims for damages by fynk remain unaffected.

X. Confidentiality

1. The parties are obliged to keep confidential all documents, knowledge, experience, data and information relating to the products, services, technology and know-how of the other party that have become or will become known to them in connection with this contract and that are marked as confidential or whose protection is recognisable to a diligent third party due to the nature of the information, its content or the circumstances of its disclosure (hereinafter: "confidential information"), not to disclose it to third parties, record it or exploit it in any other way. This applies in particular to information that is the subject of the mutually granted rights of use, including user data. If the legal protection of trade secrets does not apply to the confidential information, the contractual obligations of confidentiality remain unaffected.

2. The user is aware that the information about the AI functionalities of the software, in particular the AI models used, their (self-) optimisations and the progress and results of the training phases of these AI models, has not been known or readily accessible to date, either in its entirety or in detail, and is therefore of economic value to fynk and is protected by appropriate confidentiality measures on its part.

3. The confidentiality obligation does not apply to confidential information within the meaning of this provision if and to the extent that

   a) this information was already known to the other party without being subject to a confidentiality obligation,

   b) it is generally known or becomes known without breach of the confidentiality obligations assumed,

c) it is disclosed to the other party by a third party without breach of any confidentiality obligation,

d) the other party has expressly consented to the disclosure or use in writing, or

e) it must be disclosed by law, court order or administrative decision, provided that the other party is immediately informed of this requirement, the scope of the disclosure is limited to the necessary extent and there is no possibility of appealing against it.

4. fynk shall use confidential information exclusively for the purposes permitted under these Terms and Conditions (see Section VI. "Rights to Data Processing, Data Backup, Order Processing"). In order to provide certain features and AI functionalities, it may be necessary to transfer confidential information to third-party providers whose tools are integrated into the software. fynk undertakes to oblige its employees and all other persons who have access to confidential information within the scope of this contract and its execution to maintain confidentiality in an appropriate manner.

5. The confidentiality obligations shall survive the termination of this agreement for a period of 5 years.

XI. Final provisions

1. fynk may communicate with the user electronically in various ways (e.g. via email, in-app or website push notifications or other communication on the fynk website). For contractual purposes, the user agrees that all consents, publications, notifications or other communications that fynk sends to the user electronically do not require written form, unless this is contrary to mandatory legal provisions. For contractual purposes, the user may communicate in writing or via other means provided by fynk for the specific purpose specified therein. If the user uses these other means for this specific purpose of communication, they shall comply with the formal requirements.

2. fynk is entitled to amend/change these contractual terms and conditions. The user shall be informed of minor adjustments/changes in a timely manner and in an appropriate manner before they come into effect. If the user does not object to these minor adjustments/changes within four weeks of receiving the notification, they shall be deemed to have been accepted. fynk shall inform users separately in the change notification of their right to object and the significance of the four-week period. Significant changes/adjustments to these contractual terms and conditions, in particular those relating to the main contractual obligations, require the express consent of the user. fynk will

inform users in good time before the planned entry into force of the significant changes/adjustments, and the changes/adjustments will only take effect if the user expressly agrees to them. If a change/adjustment (material or immaterial) proves to be invalid, void or unenforceable for any reason, this shall not affect the validity and enforceability of the remaining changes/adjustments or terms and conditions.

3. Austrian law applies, excluding international private law and the UN Convention on Contracts for the International Sale of Goods.

4. The place of jurisdiction for all legal disputes arising from the contractual relationship between fynk and the user is Vienna. fynk also has the right to refer disputes to the court with jurisdiction at the user's place of residence.

5. The contract language is German. If contractual provisions or parts thereof are additionally drafted in another language, the German version shall prevail in the event of ambiguities or discrepancies. The german version version of this contract can be found under XXXXXXX.

6. Should any provision of these contractual terms and conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake to agree on a new, valid provision to replace the invalid provision, which comes as close as possible to the meaning and purpose of the invalid provision. The same applies to gaps in these General Terms and Conditions.

Annexes

- Contract for commissioned data processing (DPA): https://fynk.com/en/legal/dpa/