

## A. General terms and conditions (GTC)

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### 1. General and scope of application

#### 1.1. Contractual partner

This agreement governs the relationship between the company

Matchmetrics GmbH (hereinafter referred to *Operator*)  
represented by Christian Kochs, Michael Markefka  
Obernstraße 44  
33602 Bielefeld, Germany  
info@matchmetrics.de

Registered Office: Bielefeld  
Amtsgericht Bielefeld  
HRB 43695  
USt-Id.-Number.: DE307485096

and the account owner (hereinafter referred to as *User*) regarding the use and operation of Scoutpad (hereinafter referred to as *Software*). A User is any natural person or legal entity who has registered for the above-mentioned Software.

#### 1.2. Recognition of the GTC

With the registration on scoutpad.de and the associated service the User agrees with the GTC.

#### 1.3. Modifications

The operator reserves the right to modify these GTC and other conditions. The operator will only apply these changes for valid reasons, in particular due to new technical developments, changes in the jurisdiction or other equivalent reasons. Fundamental changes will be communicated 30 days prior to the effective date. By continuing to use the Software after the amended GTC, the User agrees to these.

## **2. Performance of the agreement**

### **2.1. Subject of the agreement**

The Operator provides software-as-a-service (SaaS) services for its use via the internet. The subject matter of the agreement is the provision of Software for use via the internet on app.scoutpad.de and the storage of user data. Due to the details of the respective offer, reference is made to the product description on the website.

### **2.2. Registration**

After registration on scoutpad.de, the User receives a personal account consisting of an E-Mail address and password. These access data must not be passed on. The User is responsible for their safe storage. Registration under false names and surnames, false addresses and fictitious E-Mail accounts is not permitted. In case of obviously fictitious information, the Operator reserves the right to delete the account.

### **2.3. Obligations of the User**

The User obligate himself to take appropriate precautions to prevent unauthorized access to the Software by third parties. This includes keeping your E-Mail address and password secret and not making them accessible to third parties. In case of a group account, the User admin has to inform his employees. The User is responsible for the input and maintenance of his data and information required for the use of the Software.

### **2.4. Subscription**

Every User can use the Software free of charge for 14 days after registration. After the trial period, the User does not automatically enter a paid subscription. If the User wishes to continue using the Software, he will be asked by e-mail to submit his billing data to the Operator before the free trial period expires. If the User fail to pay for additional usage, the User account will be deactivated at the end of the trial period until payment is made or User choose to downgrade his account to a free plan instead. The free plan can be used without any billing details.

### **2.5. User Management**

The User can manage and supplement his data in the user management section of his account at any time. If required, the user can permanently delete his account and the associated data under "My Account". Only the group admin can upgrade or downgrade a subscription plan: (i) For any upgrade in plan level, the User will be charged a pro-rated amount based on the rate difference between the two plans and the remainder of the billing period on the payment method specified. This new rate will also be invoiced automatically from the next billing period. (ii) The User can downgrade his plan to the next billing period. This new rate is also invoiced automatically as of the next billing period. Downgrading the Service may cause the loss of Content, features, or capacity of a User's Account. The Operator does not accept any liability for such loss.

## 2.6. Remuneration

The User undertakes to pay the Operator for the provision of Software and Data-Hosting the agreed monthly/annual fee including statutory VAT. The applicable fees shall be agreed in the respective contract. Payment is made automatically on the direct debit or credit card details stored when the contract is concluded. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. The corresponding invoice is made available in the User account or by e-mail.

## 2.7. Termination

The contract is concluded for an indefinite period of time. The User is solely responsible for properly cancelling his account. An email or phone request to cancel an account is not considered cancellation. The User may terminate his/her user account at any time at the end of the respective subscription period by clicking on the "Cancel my Subscription" link in the Settings menu. The right of each contraction party to terminate the contract without notice for good cause remains unaffected. The Operator shall be entitled to terminate the contract without notice, in particular if the User fails to make any due payments or violates the contractual provisions on the use of the Software. In any case, termination without notice requires that the other party is warned in writing and requested to remedy the alleged cause for termination without notice within a reasonable period of time. The Operator, in its sole, discretion, has the right to suspend or terminate an account and refuse any and all current or future use of the Software for any reason at any time. Such termination will result in the deactivation or deletion of the account or the access to the account, and the forfeiture and relinquishment of all content in the account. The Operator reserves the right to refuse service to anyone for any reason at any time. In this case, the Operator will reimburse the subscription fee paid by the User proportionally, calculated according to the remaining time of the subscription period.

## 2.8. User and accounts

The use of an account by several persons is prohibited; each account is personal. A separate account is required for each person with a Scoutpad access option. The number of accounts is agreed in the respective contract. The User undertakes to provide the Operator with the corresponding data (e.g. e-mail, name) for account creation. The group admin can manually add users to his group according to his booked plan and its user upper limit.

## 2.9. Default of Payment

The Operator is entitled to block the User's access to Scoutpad in the event of payment arrears and a delay of more than two weeks. The obligation to pay the contractually agreed fees is not affected by the blocking.

### **3. Software licensing**

#### **3.1. Admission requirements**

The Operator shall make the Software in the respective current version available to the User for the duration of the subscription in return for payment. For this purpose, the Operator install the Software on a server which is accessible to the User via the internet. For the duration of the contract, the User receives the non-exclusive and non-transferable right to access the Software by means of a browser and a network or internet connection. The User is responsible for the network or internet connection on his own.

#### **3.2. Scope of functions**

After further development, the Software's current range of functions can be found in the performance description on the website at [www.scoutpad.de](http://www.scoutpad.de) and [app.scoutpad.de](http://app.scoutpad.de). The Operator continuously monitors the functionality of the Software and, in accordance with the technical possibilities, immediately remedies all Software errors that restrict or make the use of the Software impossible.

### **4. Data protection & data security**

#### **4.1. Personal data**

The data entered and generated by the User in the context of the use of the Software is exclusively entitled to the User. The User agrees that his personal data will be stored for the purpose of providing the service. Personal data will not be made available to third parties without the User's explicit consent.

#### **4.2. Payment settlement**

For the provision of services and payment processing, the Operator uses service providers on a case-by-case basis, to whom personal data are absolutely provided. The User agrees that his or her subscription and payment data will be transmitted and processed to third parties exclusively for the purpose of subscription management and payment processing.

#### **4.3. Privacy**

The contracting parties undertake to maintain strictest secrecy about all confidential transactions, in particular business and trade secrets, which come to their knowledge in the course of the preparation, execution and performance of the contract and to neither pass them on or exploit them in any other way, insofar as they are neither obvious nor generally accessible.

#### **4.4. Data security**

In order to protect the User, all communication with the Software is encrypted using the HTTPS protocol. The Operator shall take appropriate technical and organisational measures to protect User data and to prevent unauthorised third parties from accessing the User's data.

## 5. Prices and payment terms

### 5.1. Prices

Unless otherwise stated in the Operator's products description, all license fees quoted are total prices in the stated currency and include the statutory value added tax (VAT) where specified (however VAT may not be applicable depending on your location).

### 5.2. Payment terms

The respective payment methods available are displayed along the product information and/or in the order process. Payments are due in the respective national currency e.g. Euro or USD.

### 5.3. Payment methods

In principle, the following payment options are available:

#### PayPal

If payment is made by means of a payment method offered by PayPal, payment shall be processed by PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), under application of the PayPal User Agreement. When User choose PayPal as payment method, the payment details entered by the User will be transmitted to PayPal. The transfer of data to PayPal is based on Art. 6 Para. 1 lit. a GDPR (consent) and Art. 6 Para. 1 lit. b GDPR (processing to fulfil a contract). The User has the possibility to revoke his consent to data processing at any time. A revocation has no effect on the effectiveness of past data processing operations.

#### Credit Card / Direct Debit

The payment methods credit card and direct debit (SEPA) are processed in cooperation with Stripe Payments Europe, Ltd., c/o A&I Goodbody, Ifsc, North Wall Quay, Dublin 1, Ireland (hereinafter referred to as "Stripe") in accordance with the Stripe Terms of Use to which the Operator assigns its payment claim. Stripe collects the invoice amount from the specified credit card or bank account. In the event of assignment, payment can only be made to Stripe with discharging effect. The credit card will be debited immediately after the license booking has been sent. The Operator also remains responsible for general customer enquiries, e.g. regarding the product, complaints, declarations of revocation or credit notes, when selecting the payment method credit card or direct debit via Stripe.

#### Apple Pay

The prerequisite condition for the Apple Pay payment method is the use of the Safari browser on the User's iPhone, iPad or Mac (and a corresponding Apple account as well as a payment method approved for this). The User may use Apple Pay as a payment method when booking a subscription; in doing so, the User must approve the payment to the Operator. For more details, please refer to Apple's terms and conditions.

#### Google Pay

For Users with a current version of the Android operating system on their end device Google Pay is available as a payment method (prerequisite condition is a

Google account and a payment method approved for this). The User may use Google Pay as a payment method when booking a subscription; in doing so, the User must approve the payment to the Operator. Further details can be found in the Google terms and conditions.

#### 5.4. Price changes

The Operator may modify offer and prices occasionally. In the case of existing paid subscriptions, the modifications become effective at the beginning of the next subscription period. A reasonable period of notice of at least six weeks is to be observed. If the User does not revoke within six weeks upon receipt of notification and the use of the Services continues after expiry of the revocation period, the modifications shall be deemed to have been effectively agreed upon as of expiry of the stipulated period. Discounts or discount vouchers (e.g. voucher with a discount code) can only be redeemed in accordance with the respective advertised terms and conditions. The voucher conditions can be changed or cancelled by Operator at any time.

#### 5.5. Chargebacks

Fees incurred by the Operator as a result of a chargeback, refusal of a payment or opening of a dispute may be charged to the User. The User can contact the customer support in advance for questions about a payment.

## 6. Bonus Programs and Credits

### 6.1. Referral Program

Your account with the Service can accrue bonus points in a variety of ways ("Credits"), for example by referring new users to the Service ("Referral Program"). Credits can only be used to offset your Service's Subscription fees. You can earn Credits by inviting new users to the Service with a personal referral link for referring such new users that can be found at the Earn Credits tab in your account settings page. To participate in the Referral Program, you may refer new users who have not previously opened an account on the Service by sending them your personal referral link via email, or by copying your referral link and sending it yourself. Referred friends who have signed up using a valid referral link will receive a special coupon indicated in the referral invitation or accompanying promotional materials.

### 6.2. Credits Usage

The Credits will be automatically credited to your respective Service accounts after your referred new user signs up and opens a Service account via your referral link (trial account) and/or switch to a paid plan. The upper limit of Credits you may receive is 50 Credits. The Credits have the value assigned to them. Once the Credit limit has been reached, you will no longer receive any Credits until you use credits for upcoming payments. For Credits to apply, you must have a paid subscription or first upgrade to a paid subscription. If you already have a paid subscription, you may apply Credits to the next payment due in your billing cycle.

### 6.3. Restrictions

Except as explicitly provided herein, your personal referral link and Credits are non-transferable. Credits cannot be applied to previous purchases and are not redeemable for cash. It is at the Operator's sole discretion to credit such Credits or any other types of credit to the User's Scoutpad Account and thus to continuously (if necessary) offset them with future payment claims of Scoutpad. There is no general entitlement to a disbursement of such Credits. In the event a payment or subscription is disputed, the Credits used for payment will be lapsed. All Credits are voided immediately upon termination of our Referral Program. We reserve the right to review and investigate all referral activities and to suspend or cancel accounts or remove Credits in our sole discretion if we notice any activity that we believe is abusive or fraudulent. Upon termination of the Scoutpad account, any such remaining non-disbursed Credits or any other types of credit shall expire. The Operator may suspend, terminate or modify the bonus program at any time for any reason.

### 6.4. Bulk Distribution ("Spam")

Referrals should only be used for personal and non-commercial purposes. Referral links should not be published or distributed on commercial websites or on blogs. Users are prohibited from "spamming" anyone with referral invitations. This includes mass emailing, texting or messaging people you do not know or using automated systems or bots through any channel to distribute your referral link. Users are prohibited from paying to advertise their referral links. If the User provides Scoutpad with the personal data of third parties as part of a referral program, the User is responsible to Scoutpad for ensuring that the relevant third parties concerned have consented to the disclosure of their personal data.

## 7. Warranty & availability

### 7.1. Warranty

The Operator warrants the functionality and operational readiness of the Software and ensures that the stored data is retrievable within the limits of technical possibilities.

### 7.2. Operating time

The systems hosted by the Operator are available to the User between 00.00 and 24.00 hours daily except for the maintenance windows.

### 7.3. Availability

The Operator guarantees an annual average availability of the systems of at least 97%, including maintenance work. Availability is determined on an annual basis. Short-term failures of availability of less than ten minutes' duration shall be disregarded when determining availability, as shall non-availability due to a server restart. Faults and disruption due to force majeure and/or circumstances beyond the control of matchmetrics shall likewise be disregarded when determining availability.



### **Maintenance work**

The basic functions of the Software are monitored daily. The maintenance of the services is basically guaranteed from Monday to Friday from 09:00 a.m. to 05:00 p.m. German time except on national holidays. In the case of serious faults, maintenance is carried out within 12 hours of knowledge or information from the User. The Operator will inform the User in good time about maintenance work and carry out the work based on the technical conditions in the shortest possible time.

#### **7.4. Further development**

The Operator reserves the right to further develop the Software on an ongoing basis, which necessarily includes an always possible change in the functionality of the Software. If the further development causes a restriction or –in a very rare exceptional case– the abandonment of an existing function, the Operator will inform the User. Due to the dynamic technical development, future changes are not foreseeable. Accordingly, despite observance of the recommendations and measure given, no warranty can be assumed.

#### **7.5. Force majeure**

For technical reasons that cannot be influenced by the Operator, the Software may fail. In case of force majeure, the Operator is not obliged to maintain the possibilities of use. In this case, the Operator guarantees to do everything in his power to restore the availability as soon as possible.

## **8. Liability**

### **8.1. Unauthorized obtaining of knowledge**

The Operator declines any liability for damages resulting from the use of the Software. The Operator is not liable for obtaining knowledge of personal user data by third parties (e.g. through unauthorized access to the database by hackers). Likewise, the Operator cannot be held liable for any misuse of data and information by third parties which the Users themselves have made available to third parties.

### **8.2. Third party claims**

The User undertakes to indemnify the Operator from all claims of third parties, which are based on the data stored by him and to reimburse the Operator for the costs incurred by him because of possible legal infringements.

### **8.3. Suspicion of illegality**

The Operator is entitled to block the account immediately if there is a reasonable suspicion that the stored data is illegal and/or infringes the rights of third parties. A well-founded suspicion of unlawfulness and/or infringement of rights exists in particular if courts, authorities and/or other third parties inform the Operator of this fact. The Operator has to inform the User of the removal and the reason immediately. The lock shall be lifted as soon as the suspicion is revoked.

### **8.4. Claims for damages**

Claims for damages against the Operator are excluded irrespective of the legal



basis, unless the Operator, his legal representatives or vicarious agents have acted intentionally or grossly negligently. The Operator shall only be liable for slight negligence if the Operator, his legal representatives or executives or vicarious agents have violated a contractual obligation essential for the achievement of the contractual purpose, as well as in the case of damages resulting from injury to life, limb or health. The Operator is only liable for foreseeable damages, with their occurrence typically not insofar as the damage is based on the fact that the User has failed to carry out backups and thereby ensure that lost data can be recovered with justifiable effort.

#### **8.5. User rights**

The Software provided by the Operator is protected by copyright. All rights to the Software as well as to other files and documents provided within the scope of the subscription are held exclusively by the Operator.

### **9. Support & obligations to cooperate**

#### **9.1. Support**

The scope of support is specified in the service description of the respective offer. The Operator shall respond to the User's enquiries regarding the use of the contractual Software as soon as possible after receipt. From Monday to Friday 9.00 a.m. to 5.00 p.m. the systems are actively supported by the Operator.

#### **9.2. Obligations to cooperate**

The User must follow the instructions given by the Operator when describing, localizing, determining and reporting faults. In this context, the Operator can also demand that checklists and forms be observed and used. The User must specify his fault reports and questions as precise as possible.

### **10. Instructions on withdrawal for consumers**

#### **10.1. Right of revocation**

Insofar as the User has registered on Scoutpad for a purpose which cannot be attributed to his commercial or independent professional activity, the right of revocation shall apply to him as a consumer within the meaning of the law (§ 13 BGB). Within the revocation period, the User can revoke his declaration of contract without giving reasons in writing (e.g. letter or E-Mail). The timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation must be addressed to the Operator.

#### **10.2. Revocation period**

The revocation period is 14 days and begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfilment of our information obligations.

#### **10.3. Special notes**

The User's rights of revocation expire prematurely if the contract is completely

fulfilled by both parties on the basis of the User's explicit wish before the User has exercised his right of revocation.

#### **10.4. Consequences of revocation**

In the case of an effective revocation, the services received by both parties are to be returned and any benefits derived shall be returned. If the User cannot return or surrender the received service or use (e.g. advantages of use) to the Operator, or if he/she cannot return or only surrender it in a deteriorated condition, he/she has to pay compensation for the value in this respect. This can generally result in the customer having to fulfil his contractual payment obligations – if such obligations exist – for the period until revocation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for the User with the dispatch of his declaration of revocation, for the Operator with their receipt.

### **11. Choice of law and jurisdiction**

#### **11.1. Choice of law**

This agreement and any agreements made pursuant to it shall be governed by the law of the Federal Republic of Germany.

#### **11.2. Jurisdiction**

The sole venue and place of performance shall be the Operator's registered office.

### **12. Severability clause**

12.1. Should any individual provision of this agreement or any agreements made pursuant hereto be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. The ineffective or unenforceable provisions shall be replaced by a provision coming as close as possible to the commercial purpose of the ineffective or unenforceable provision. The same applies for any voids in this GTC.