

# Algemator Terms of Use

## 1. Application

These terms of use (collectively, the “**Algemator Terms**”) set forth the terms and conditions which are applicable to the use of the

- Algemator app (compare Section 3 – “**Algemator**”), of the
- premium version of the Algemator (compare Section 4 – “**Algemator Premium**”), of the
- the website related to the Algemator which is available under [www.algemator.com](http://www.algemator.com) and its subdomains (“**Algemator Website**”) and of
- all content provided through the Algemator and/or the Algemator Website except for Third Party Websites and Content defined in Section 10 (“**Algemator Content**”),

regardless how the Algemator, Algemator Premium, the Algemator Website and/or the Algemator Content is/are installed, accessed and/or used. The Algemator, Algemator Premium, the Algemator Website and the Algemator Content are collectively referred to in these Algemator Terms as the “**Algemator Service**”.

## 2. Agreement, Term and Modifications of the Algemator Terms

**Binding Agreement** These Algemator Terms constitute a legally binding agreement between the individual or entity accessing or using the Algemator Service (“**Algemator User**”) and Algemator UG (haftungsbeschränkt) (“**Algemator UG**”) on the use by the Algemator User of the Algemator Service.

**Term of the Algemator Terms** When the Algemator Service or any part thereof is downloaded, installed, accessed or used the Algemator Terms begin to apply between the Algemator User and Algemator UG and remain in effect until the Algemator License expires (compare Section 8). Upon expiry of the Algemator License regardless of the reason for such expiry the Algemator Terms shall automatically expire simultaneously with the Algemator License.

**Modifications to the Algemator Terms** Algemator UG reserves the right to unilaterally modify the Algemator Terms at any time without any claims of the Algemator User resulting therefrom. Please check the Algemator Terms regularly for any modifications. The current version of the Algemator Terms can be found by clicking on the hypertext link located at the bottom of the Algemator Website. Modifications to the Algemator Terms are accepted by the Algemator User by continuing to use the Algemator Service or any part thereof following the publication of the changed, amended or modified Algemator Terms under the hypertext link located at the bottom of the Algemator Website.

**No Cheating** The Algemator is a training tool for math homework and preparation for math tests and exams. It is not to be used for cheating in tests or exams. The Algemator User is solely responsible for complying with the regulations of the school, university or educational institution.

## 3. Algemator

**Functions of the Algemator** The Algemator provides various calculators which solve math tasks and display the solution of the math tasks entered by the Algemator User. The training mode supports the Algemator User in preparing for math tests and math exams. As an alternative to entering math tasks using the Algemator's keyboard the Algemator offers a camera scanner and a handwriting pad for entering math tasks. An internet connection is required for using both the camera scanner and the handwriting pad.

**Modifications to the Functions of the Algemator** Algemator UG reserves the right to unilaterally modify the functions of the Algemator at any time which shall include the removal of functions without any claim of the Algemator User arising therefrom. Please check the Algemator regularly for any modifications of its functions. The Algemator User has no claim for the Algemator providing specific functions.

**Showing of Advertisements** Algemator UG is entitled to show its own or third party advertisements to the Algemator User. Algemator UG shall be entitled to unilaterally determine the scope and content of the advertisements as well as the frequency with which the advertisements are shown. The Algemator User neither has a claim for the showing of advertisements as such nor for the showing of advertisements with a particular scope, content or frequency. The Algemator User neither acquires any right in the advertisements shown nor in the content of such advertisements. Algemator UG is neither responsible for the advertisements shown to the Algemator User nor for the content of such advertisements. No claims shall incur to the Algemator User against Algemator UG either as a consequence of the showing of advertisements as such or as a consequence of the particular advertisements shown to the Algemator User.

## 4. Algemator Premium

**Additional Functions of the Algemator Premium** In addition to the functions provided by the Algemator (compare Section 3, "Functions of the Algemator") the Algemator Premium displays the steps to the solution to the math tasks entered by the Algemator User in a step by step way.

**Modifications to the Functions of the Algemator Premium** The provisions of Section 3, "Modifications to the Functions of the Algemator" shall apply by analogy to changes of the functions of the Algemator Premium.

## 5. Algemator Premium Subscription

**Agreement on and Commencement of Term of the Subscription to Algemator Premium** The Algemator Premium Subscription is agreed with Algemator UG by the Algemator User causing the additional functions of the Algemator Premium (compare Section 4, "Additional Functions of the Algemator Premium") to be enabled in the Apple App Store or the Google Play Store following the download and installation of the Algemator. Upon the agreement on the Algemator Premium Subscription the term of the Algemator Premium Subscription commences.

**Term of the Algemator Premium Subscription** The Algemator Premium Subscription can be agreed for periods of one month or of six months. If a one-month-Algemator Premium Subscription is agreed such Algemator Premium Subscription will renew automatically at the end of the first month for consecutive periods of one month until terminated. If a six-months-Algemator Premium Subscription is agreed the

Algemator Premium Subscription will renew automatically at the end of the first six months period for consecutive periods of six months until terminated.

**Expiry of the Term of the Algemator Premium Subscription** The term of the Algemator Premium Subscription expires upon termination of the Algemator Premium Subscription. The Algemator User may terminate the Algemator Premium Subscription with effect to the next automatic renewal date (“**Automatic Renewal Date**”) following the termination. The termination periods to be observed by the Algemator User for the termination of the Algemator Premium Subscription to be legally valid are identified in the Apple AppStore and in the Google PlayStore. Algemator UG may terminate the Algemator Premium Subscription with effect to the next Automatic Renewal Date as well.

Without prejudice to any other provisions of these Algemator Terms, the Algemator Premium Subscription will terminate and expire automatically without any termination notice having to be issued by Algemator UG if the Algemator User in any way breaches any provision of the Algemator Terms and continues or repeats such breach despite a warning issued by Algemator UG.

**Consequences of an Expiry of an Algemator Premium Subscription for the Algemator License** An expiry of the Algemator Premium Subscription will only terminate the Algemator License simultaneously if (i) either the Algemator License is terminated simultaneously with the expiry of the Algemator Premium Subscription or if (ii) the Algemator User simultaneously with the expiry of the Algemator Premium Subscription irretrievably deinstalls all copies of the Algemator in the Algemator User’s possession or control. In such cases the Algemator User must cease the use of the Algemator Service immediately.

Unless the Algemator Premium Subscription expires simultaneously with the Algemator License (compare Section 8, “Term of Algemator License”) the Algemator User may continue to use the Algemator (without the functions of the Algemator Premium) in compliance with the Algemator Terms. In such case the Algemator User may continue to use the Algemator (without the functions of the Algemator Premium) until the Algemator License expires in accordance with the provisions in Section 8, “Term of Algemator License”. Upon expiry of the Algemator License all copies of the Algemator in the Algemator User’s possession or control must be irretrievably deinstalled and the Algemator User must cease the use of the Algemator Service immediately.

**Modifications to the Algemator Terms for the Algemator Premium Subscription** To the extent the Algemator Terms are agreed as a part of the Algemator Premium Subscription the provisions of Section 2, “Modifications to the Algemator Terms” do not apply. Instead the following provisions apply: Algemator UG reserves the right to unilaterally modify the Algemator Terms with effect to the next Automatic Renewal Date (compare Section 5, “Expiry of the Term of the Algemator Premium Subscription”). Please check the Algemator Terms regularly for any modifications. The current version of the Algemator Terms can be found and be reviewed or downloaded by clicking on the hypertext link located at the bottom of the Algemator Website. Modifications to the Algemator Terms are accepted by the Algemator User by continuing to use the Algemator Service or any part thereof following the publication of the modified Algemator Terms beyond the next Automatic Renewal Date (compare Section 5, “Expiry of the Term of the Algemator Premium Subscription”).

**Fee for the Algemator Premium Subscription** Upon agreement on the Algemator Premium Subscription (compare Section 5, “Agreement on and Commencement of Term of the Subscription to

Algemator Premium”) the Algemator User must pay the fee and any applicable taxes each in effect at the time of the agreement on the Algemator Premium Subscription. The fee for the Algemator Premium Subscription is identified in the pricelist for the Algemator Premium Subscription (“**Algemator Premium Pricelist**”). The fee for the Algemator Premium Subscription must be paid in advance. Payment of the fee for the Algemator Premium Subscription is made through the Apple App Store or the Google Play Store.

Unless provided by mandatory applicable law the fee for the Algemator Premium Subscription will neither be reimbursed nor credited. Reimbursements of or credits for fees which are made by Algemator UG without an obligation provided by mandatory applicable law are a gesture of goodwill of Algemator UG to which the Algemator User has no claim. Any reimbursement of or credit for fees of the Algemator Premium Subscription does not provide the Algemator User with a claim for the same or similar reimbursement of or credit for fees of the Algemator Premium Subscription in the future.

**Algemator Premium Pricelist** The Algemator Premium Pricelist is published in the Algemator, in the Apple App Store or in the Google Play Store.

**Modifications to the Algemator Premium Pricelist** Algemator UG reserves the right to unilaterally modify the Algemator Premium Pricelist with effect to the next Automatic Renewal Date (compare Section 5, “Expiry of the Term of the Algemator Premium Subscription”). Please check the Algemator Premium Pricelist regularly for any modifications. Modifications to the Algemator Premium Pricelist are accepted by the Algemator User by continuing to use the Algemator Service or any part thereof following the publication of the modified Algemator Premium Pricelist beyond the next Automatic Renewal Date (compare Section 5, “Expiry of the Term of the Algemator Premium Subscription”). The modified fee for the Algemator Premium Subscription shall apply as of the next Automatic Renewal Date (compare Section 5, “Expiry of the Term of the Algemator Premium Subscription”).

**No Showing of Advertisements** No advertisements will be shown to the Algemator User when using the Algemator Premium Subscription. Should advertisements be shown to the Algemator User when using the Algemator Premium Subscription the Algemator User shall not as a consequence thereof be entitled to any claims against Algemator UG. This does not apply if and to the extent Algemator UG has intentionally shown such advertisements.

## 6. Algemator Trial Period

**Algemator Trial Period** Starting with the first startup of the Algemator the Algemator will once for a period of seven days display the steps to the solution to the math tasks entered by the Algemator User in a step by step way (compare Section 4, “Additional Functions of the Algemator Premium”) against no fee. Furthermore no advertisements will be shown to the Algemator User during such seven day period; insofar the provisions of Section 5 “No Showing of Advertisements” shall apply by analogy (“**Algemator Trial Period**”). The Algemator User has to agree an Algemator Premium Subscription (compare Section 5, “Agreement on and Commencement of Term of the Subscription to Algemator Premium”) in order to be able to use the step by step way display of the steps to the solution to the math tasks entered by the Algemator User following the expiry of the Algemator Trial Period.

**Recommendation of the Algemator** If the Algemator User recommends the Algemator to a third party by sharing with such third party the link for the download of the Algemator in the Apple App Store or

in the Google Play Store the Algemator will once for a further period of seven days display the steps to the solution to the math tasks entered by the Algemator User in a step by step way (compare Section 4, “Additional Functions of the Algemator Premium”) against no fee. Furthermore no advertisements will be shown to the Algemator User during such seven day period; insofar the provisions of Section 5 “No Showing of Advertisements” shall apply mutatis mutandis (“**Algemator Bonus Phase**”). Following the Algemator Bonus Phase the Algemator User has to agree an Algemator Premium Subscription (compare Section 5, “Agreement on and Commencement of Term of the Subscription to Algemator Premium”) in order to be able to use the step by step way display of the steps to the solution to the math tasks entered by the Algemator User. Each Algemator User is granted the Algemator Bonus Phase only once even if such Algemator User recommends the Algemator by sharing the link for the download of the Algemator with several third parties.

## 7. Algemator License

**License to Use the Algemator Service** The Algemator User is granted the limited, non-exclusive, revocable and non-assignable license – without the right to sublicense – to

- download and install a copy of the Algemator onto an authorized device which is controlled and owned by the Algemator User and to use such copy of the Algemator at all times in full compliance with the Algemator Terms and to
- use the Algemator Service solely for non-commercial use (“**Algemator License**”).

**Prohibitions** It is prohibited to

- a. copy, reproduce, modify or create derivative works of the Algemator Service or any part thereof;
- b. make the Algemator Service or any part thereof available to multiple users by means of file sharing or hosting services or by any other means, including without limitation by uploading the Algemator Service to a file-sharing service or other type of hosting service or in any other way or by any other means as a result of which the Algemator Service or any part thereof can be used on multiple devices at the same time;
- c. sell, lease, sublease, rent, subrent, distribute, transfer, sublicense, lend, sub-lend or otherwise assign or grant any rights in the downloaded copy of the Algemator or in any other copy of the Algemator created in compliance with the Algemator terms to any third party; or
- d. exploit the Algemator Service or any part thereof in whatsoever unauthorized way, including without limitation, by trespassing or burdening network capacity;
- e. use the Algemator Service or any part thereof in a way which violates third party rights or legal positions;
- f. decompile, reverse engineer, disassemble, or attempt to derive the source code of any part of the Algemator Service, or permit, support or authorize a third party to do so, except to the extent such activities are expressly permitted by applicable law.
- g. not to comply with any technical restrictions in the Algemator Service that allow a use of the Algemator Service or of any part of the Algemator Service only in certain ways;

- h. scrape, build databases or otherwise create permanent copies of any Algemator Content, or collect any data incorporated in the Algemator Service in any automated manner such as through the use of crawlers, bots, spiders or any other automated means.

**No Sale of the Algemator Service** The Algemator Service, including in particular but without limitation the copy of the Algemator is licensed, not sold to the Algemator User.

**Rights and Legal Positions regarding the Algemator Service** Algemator UG respectively Algemator UG's licensors retain all right, title and interest in and to the Algemator Service and its parts , including all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (for purposes of these Algemator Terms "**Intellectual Property Rights**").

**Ownership of Copies of the Algemator** Algemator UG retains ownership of all copies of the Algemator also once such copies have been installed on the device. Any data and materials that are generated as part of the performance of the Algemator Service will belong to Algemator UG.

## 8. Commencement and Term of the Algemator License

**Commencement of the Algemator License** The Algemator License is granted and enters into effect when the Algemator User downloads, installs, accesses or uses the Algemator Service or any part thereof.

**Term of the Algemator License** The Algemator License remains in effect until terminated by either the Algemator User or Algemator UG. The Algemator User may terminate the Algemator License at any time by irretrievably deinstalling all copies of the Algemator in the Algemator User's possession or control.

Without prejudice to any other provisions of these Algemator Terms, the Algemator License will terminate and expire automatically without any termination notice having to be issued by Algemator UG if the Algemator User in any way breaches any provision of the Algemator Terms and continues or repeats such breach despite a warning issued by Algemator UG.

**Cease of Use** If the Algemator License is terminated or otherwise expires for any reason, the Algemator User must cease to use the Algemator Service completely. All copies of the Algemator in the Algemator User's possession or control have to be irretrievably deinstalled promptly.

## 9. Use of the Algemator Service

**Conditions for the Use of the Algemator Service** The use of the Algemator Service is subject to the following conditions.

- a. The use by the Algemator User of the Algemator Service must at all times be in full compliance with
  - the Algemator Terms and with
  - all applicable laws and regulations.

The Algemator Service may not be used in countries, in which the Algemator Service or any part of the Algemator Service as such or the use of the Algemator Service or any part of the Algemator Service violate laws and regulations applicable in such country.

- b. The entering of files or data for processing by the Algemator which
- contain viruses, worms, Trojan horses, cancelbots, time bombs, files corrupted data or the entering of files or data that contain similar computer programs or software that may damage the Algemator, the Algemator Service or any part thereof or another person's computer or property or its operation;
  - are defamatory, offensive, obscene, harassing, indecent, abusive, profane, threatening, sexually oriented, pornographic, racially offensive, illegal, or inaccurate;
  - infringe applicable law or which
  - violate the any rights or legal positions of any third party

is prohibited.

- c. Any activities or measures which are capable of interfering with or disrupting the Algemator Service or any part thereof or which are capable of interrupting the availability of the Algemator Service or of any part of the Algemator Service are prohibited.
- d. Technical Restrictions contained or embedded in the Algemator Service or in any part of the Algemator Service which secure a use of the Algemator Service or any part thereof only in a certain way have to be complied with and may not be circumvented in any way.

**Cost of the Use of the Algemator Service** Any cost associated or connected with the Algemator User's access to the Algemator Service or any part of the Algemator Service or with the Algemator User's use of the Algemator Service or of any part of the Algemator Service (e.g. as a consequence of the use by the Algemator User of communication services such as internet access- and mobile communication service providers or of other services) shall be borne by the Algemator User only.

## 10. Third Party Websites and Content

To the extent the Algemator Service provides links to websites and content owned, provided and/or operated by third parties ("**Third Party Websites and Content**") such links are provided for information purposes only. Algemator UG does not have any control over Third Party Websites and Content and therefor declines any responsibility and liability for any such Third Party Websites and Content unless Algemator UG has acted intentionally in connection with the provision of the links to the Third Party Websites and Content. By including links to Third Party Websites and Content in the Algemator Service Algemator UG does not in any way endorse, advertise, promote or otherwise support the Third Party Websites and Content. Neither as a consequence of the provision of the links as such nor as a consequence of the provision of the possibility to access the Third Party Websites and Content using

the links shall the Algemator User be entitled to any claims against Algemator UG. This does not apply if and to the extent Algemator UG has acted intentionally shown such advertisements.

## 11. Algemator Content

Algemator Content (compare Section 1) may in any way whatsoever only be used by the Algemator User as part of the permitted use of the Algemator Service.

## 12. Maintenance and Support

Algemator UG is under no obligation to

- maintain or support the Algemator Service or any part thereof;
- provide any or specific Algemator Content or to
- provide updates, upgrades or enhancements of the Algemator Services or of any part thereof.

Algemator UG can decide in its own discretion if and when to

- issue updates, upgrades or enhancements to the Algemator Service or to any part thereof and/or if and when to
- automatically update, upgrade or enhance the version of the Algemator Service or of any part thereof that the Algemator User is using.

The Algemator Terms shall apply to all such updates, upgrades and enhancements of the Algemator Service or to any part thereof unless an update, upgrade or enhancement is accompanied by a separate license. In such case the terms of that license will govern the respective update, upgrade or enhancement instead of these Algemator Terms.

## 13. Access Restrictions and Suspension, Discontinuation of the Algemator Service

**Access Restrictions and Suspensions Affecting the Algemator Service** Algemator UG may repeatedly, partially or completely, at any time and to any extent in its sole discretion unilaterally restrict or suspend access to the Algemator Service or to parts of the Algemator Service temporarily or indefinitely. The Algemator User has to be informed about the restriction or suspension; such information may be given as a general notice in the Algemator Service or any part of the Algemator Service (e.g. on the Algemator Website).

**Access Restrictions and Suspensions affecting an Algemator Premium Subscription** Access to the Algemator Premium may only be restricted or suspended by Algemator UG for an important reason such as debugging activities concerning the Algemator Service or parts of the Algemator Service or the prevention of damage to the Algemator User or the Algemator User's assets. The Algemator User has to be informed about the restriction or suspension; such information may be given as a general notice in the Algemator Service or any part of the Algemator Service (e.g. on the Algemator Website). Such restriction or suspension may occur at any time, to any extent and repeatedly.



**Discontinuation or Removal of the Algemator Service** Algemator UG may unilaterally at any time and in its sole discretion discontinue to offer the Algemator Service or any part thereof or to remove the Algemator from the Apple App Store or the Google Play Store. The Algemator User has to be informed about such discontinuation or removal; such information may be given as a general notice in the Algemator Service or any part of the Algemator Service (e.g. on the Algemator Website).

**Discontinuation affecting an Algemator Premium Subscription** The Algemator Premium may only be discontinued with effect to the next or any future Automatic Renewal Date (compare Section 5, “Expiry of the Term of the Algemator Premium Subscription”); this applies to a discontinuation of the Algemator Premium Subscription as well. The Algemator User has to be informed about such discontinuation or removal; such information may be given as a general notice in the Algemator Service or any part of the Algemator Service (e.g. on the Algemator Website).

## 14. Responsibility for Entries; Ratings, Questions and Comments

**Your Responsibility for Entries** The Algemator User is solely responsible for any math tasks, math problems, data, pictures, photographs or videos of math tasks, text and for any other input the Algemator User enters or has entered, including by automatic means, in the Algemator for processing (“**Entries**”). The Algemator User must comply with all laws and regulations applicable to the Entries. Entries may not violate third party's rights (including in particular but without limitation, intellectual property rights such as copyrights, rights of privacy and publicity).

**License Granted Regarding Entries** The Algemator User hereby grants Algemator UG an irrevocable, non-exclusive, worldwide, transferable, royalty-free sublicensable license to use the Entries for purposes of providing the Algemator Service. Such license is granted for the duration of the Algemator License identified in Section 8 above.

**Declarations of the Algemator User Regarding Entries** The Algemator User declares that the Algemator User owns the Entries or has the required rights and authorizations to use the Entries for calculation by the Algemator. Furthermore the Algemator User declares that the license granted to Algemator UG pursuant to this Section 14, “License Granted Regarding Entries” and the exercise by Algemator UG of the rights granted to Algemator UG by such license do not and will not infringe, violate or misappropriate any right or legal position of any third party.

**Ratings, Questions and Comments etc.** Any comments, suggestion, idea, feedback, rating and question regarding the Algemator Service or any part thereof (“**User Input**”) may be used Algemator UG for purposes of assessing the Algemator Service in particular but without limitation in relation to improvements to user friendliness or other quality improvements and shall insofar not enjoy confidentiality. Algemator UG shall be entitled to the unlimited use of the User Input as well as of any answer, comment or other reaction thereto in connection with the Algemator Service. The Algemator User shall not be entitled to any acknowledgement, fee, remuneration or compensation for the User Input, the rights granted to Algemator UG in relation to the User Input or for the exercise of such rights by Algemator UG.

## 15. Privacy

You may access our privacy policy on our website [www.algemator.com](http://www.algemator.com).

## **16. REPRESENTATIONS AND WARRANTIES**

**ABSENCE OF DEFECTS AND MISTAKES** ALGEMATOR UG DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF DEFECTS OR MISTAKES OF THE ALGEMATOR SERVICE, INCLUDING IN PARTICULAR OF THE ALGEMATOR AND OF THE ALGEMATOR PREMIUM.

**USE AT YOUR OWN RISK** THE ALGEMATOR USER USES THE ALGEMATOR SERVICE AT THE ALGEMATOR USER'S OWN RISK.

**ASSURED QUALITIES AND GARANTEES** ANY DECLARATION BY ALGEMATOR UG MAY ONLY BE INTERPRETED AS EITHER AN ASSURANCE OF QUALITIES OF THE ALGEMATOR SERVICE OR OF ANY PART THEREOF OR AS A GUARANTEE REGARDING THE ALGEMATOR SERVICE OR REGARDING ANY PART THEREOF IF (I) SUCH DECLARATION IS ISSUED BY ALGEMATOR UG AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ALGEMATOR UG AND IF (II) SUCH DECLARATION IS EXPRESSLY DESIGNATED AS AN ASSURANCE OF QUALITIES OR AS A GUARANTEE.

**EXCLUSION OF IMPLIED REPRESENTATIONS AND WARRANTIES** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ALL IMPLIED WARRANTIES ARE EXCLUDED.

## **17. LIABILITY OF ALGEMATOR UG FOR THE ALGEMATOR SERVICE**

ALGEMATOR UG'S LIABILITY TO THE ALGEMATOR USER IN CONNECTION WITH THE USE BY THE ALGEMATOR USER OF THE ALGEMATOR SERVICE WITHOUT ANY ALGEMATOR PREMIUM SUBSCRIPTION HAVING BEEN AGREED BY THE ALGEMATOR USER SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:

**ALGEMATOR UG'S LIABILITY FOR DEFECTS AND MISTAKES OF THE ALGEMATOR SERVICE** ALGEMATOR UG SHALL ONLY BE LIABLE TO THE ALGEMATOR USER FOR AND IN CONNECTION WITH ANY DEFECTS AND MISTAKES OF THE ALGEMATOR SERVICE OR OF ANY PART THEREOF TO THE EXTENT SUCH DEFECTS AND MISTAKES HAVE BEEN FRAUDULENTLY CONCELAED BY ALGEMATOR UG.

**ALGEMATOR UG'S REMAINING LIABILITY** UNLESS ALGEMATOR UG'S LIABILITY FOR AND IN CONNECTION WITH DEFECTS AND MISTAKES IS CONCERNED ALGEMATOR UG'S LIABILITY TO THE ALGEMATOR USER IN CONNECTION WITH THE USE BY THE ALGEMATOR USER OF THE ALGEMATOR SERVICE SHALL BE LIMITED TO GROSS NEGLIGENCE AND INTENT.

**LIABILITY OF ALGEMATOR UG'S OFFICERS, REPRESENTATIVES AND EMPLOYEES** THE PROVISIONS OF THIS SECTION 17 SHALL APPLY TO THE LIABILITY OF ALGEMATOR UG'S OFFICERS, REPRESENTATIVES AND EMPLOYEES AS WELL.

## **18. LIABILITY OF ALGEMATOR UG FOR THE ALGEMATOR PREMIUM**

ALGEMATOR UG'S LIABILITY TO THE ALGEMATOR USER IN CONNECTION WITH THE USE BY THE ALGEMATOR USER OF THE ALGEMATOR PREMIUM SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:

**ALGEMATOR UG'S LIABILITY FOR GROSS NEGLIGENCE AND INTENT** ALGEMATOR UG SHALL ONLY BE LIABLE TO THE ALGEMATOR USER FOR ANY DAMAGE CAUSED BY ALGEMATOR UG WITH GROSS NEGLIGENCE OR INTENT AS PROVIDED FOR BY APPLICABLE LAW.

**ALGEMATOR UG'S LIABILITY FOR OTHER NEGLIGENCE** TO THE EXTENT PROVIDED BY APPLICABLE LAW ALGEMATOR UG SHALL BE LIABLE TO THE ALGEMATOR USER FOR ANY DAMAGE CAUSED BY ALGEMATOR UG'S NEGLIGENCE (OTHER THAN GROSS NEGLIGENCE) IF SUCH DAMAGE IS CAUSED BY EITHER (I) A MAJOR VIOLATION OF OBLIGATIONS WHICH THREATENS THE ACHIEVEMENT OF THE OBJECTIVES OF THE ALGEMATOR TERMS OR BY (II) A VIOLATION OF OBLIGATIONS WHICH HAVE TO BE COMPLIED WITH TO ENABLE THE PERFORMANCE OF THE ALGEMATOR TERMS AND ON WHOSE PERFORMANCE THE ALGEMATOR USER MAY RELY.

IF AND TO THE EXTENT ALGEMATOR UG IS LIABLE ACCORDING TO THE PRECEDING PARAGRAPH ("ALGEMATOR UG'S LIABILITY FOR OTHER NEGLIGENCE") FOR DAMAGE CAUSED NEGLIGENCE (EXCLUDING GROSS NEGLIGENCE) ALGEMATOR UG SHALL ONLY BE LIABLE IF SUCH DAMAGE IS A DAMAGE WHICH IS TYPICALLY PREDICTABLE FOR A CONTRACT LIKE THE ALGEMATOR TERMS.

**ALGEMATOR UG'S REMAINING LIABILITY** ANY OTHER LIABILITY OF ALGEMATOR UG SHALL BE EXCLUDED REGARDLESS OF THE LEGAL BASIS OF SUCH LIABILITY. SUCH LIMITATION OF LIABILITY SHALL NOT APPLY (I) IF MANDATORY LAW PROVIDES FOR ALGEMATOR UG'S LIABILITY, (II) IF ALGEMATOR UG IS LIABLE IN CONNECTION WITH A GUARANTEE EXPRESSLY ASSUMED AS PROVIDED FOR BY SECTION 16 "ASSURED QUALITIES AND GARANTEES", (III) IF ALGEMATOR UG IS LAIBLE FOR A FRAUDULENTLY CONCELAED DEFECT AND MISTAKE OF THE ALGEMATOR SERVICE OR (IV) IF ALGEMATOR UG IS LIABLE ACCORDING TO MANDATORY PRODUCT LIABILITY LAWS.

**LIABILITY OF ALGEMATOR UG'S OFFICERS, REPRESENTATIVES AND EMPLOYEES** THE PROVISIONS OF THIS SECTION 18 SHALL APPLY TO THE LIABILITY OF ALGEMATOR UG'S OFFICERS, REPRESENTATIVES AND EMPLOYEES AS WELL.

## 19. Obligations in Connection with Electronic Commerce

The provisions of Section 312 lit. i, paragraph 1, cif. 1, 2 and 3 and of Section 312 lit. I, paragraph 1, sentence 2 of the German Civil Code provide for certain obligations of the provider. Such obligations shall not apply to Algemator UG under the Algemator Terms.

## 20. Miscellaneous

**Entire Agreement** The Algemator Terms and Algemator UG's Privacy Policy contain the entire understanding between the Algemator User and Algemator UG on the use by the Algemator User of the Algemator Service.

**Assignment** Algemator UG may assign or delegate the Algemator Terms in whole or in part, to any third party at any time without any consent or approval of the Algemator User being required therefor. The Algemator User may not assign or delegate any rights or obligations under the Algemator Terms to any third party without Algemator UG's prior written consent. Any unconsented assignment and delegation by the Algemator User of the Algemator Terms shall be legally ineffective.

**No Waiver** Any failure by Algemator UG to exercise any right or legal position under the Algemator Terms shall not constitute or be deemed a waiver or forfeiture of such right or legal position. Nor shall such failure constitute or be deemed a waiver or forfeiture of such rights or legal positions in the future.

**Severability** Should any provision of these Algemator Terms be held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Algemator Terms shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a provision which achieves the aims pursued by the parties with the invalid or unenforceable provision of the Algemator Terms as closely as possible. The same shall apply to gaps in the Algemator Terms.

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