

General Terms and Conditions of u-know GmbH

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Preamble

u-know GmbH offers the "U-KNOW AI HUB", hereinafter referred to as "U-KNOW" or "U-KNOW Services", which enables, among other things, AI-supported, intelligent data, document and file management.

In accordance with the 2 referred to U-KNOW Services U-KNOW offers the following benefits:

- Search function for data and files across all connected data and storage systems
- Structured storage of data and files
- The ability to ask questions in an information security-compliant manner via generative AI "U-KNOW AI" across all connected data and storage systems

Our goal is to create a clear and structured overview with quick access in the digital world, whether in a private or business environment.

The protection and security of personal data is the most valuable asset in the digital world, which is why U-KNOW has been developed in such a way that data management is the responsibility of private users and companies. More information can be found in the privacy policy of u-know GmbH, under <https://www.u-know.ai/cookie-policy>.

1 General and Scope

1.1 These General Terms and Conditions (GTC) of u-know GmbH apply to all contractual partners of u-know GmbH or users of the U-KNOW services (hereinafter: "Users"), regardless of whether they are directly in contractual relationship with u-know GmbH or through a u-know partner.

1.2 Users within the meaning of these GTC are consumers within the meaning of §13 BGB (hereinafter referred to as "BGB") as well as companies within the meaning of §14 BGB.

1.3 The inclusion of the User's own terms and conditions is objected to, even if reference is made to the User's General Terms and Conditions in an order, in an inquiry and/or in a comment field and/or in any other statement by the User.

1.4 u-know GmbH reserves the right to change or supplement these GTC for legitimate reasons. Justified reasons can be, for example:

- be an improvement or complement to existing features of the U-KNOW Services,
- to implement scientific and technical advances,
- to make appropriate technical adjustments,
- To ensure the functionality or security of the U-KNOW services
- or for legal reasons.

Users will receive appropriate information about this adjustment (e.g. by e-mail). The changes are considered accepted if they are not rejected by the user within 30 days.

When applying this procedure, u-know GmbH will not make any changes that will materially affect the contractual balance between u-know GmbH and the user.

1.5 If the U-KNOW Services do not wish to be used by the User under the new GTC, the relationship may be terminated in accordance with these GTC.

1.6 u-know GmbH will inform the user of the U-KNOW services about updates via the notification function in the U-KNOW or by e-mail.

2 U-KNOW Services

2.1 General services

The U-KNOW connects data and storage systems via API interfaces (Application Programming Interfaces), so that a user's systems can be displayed briefly in the U-KNOW.

The files can be edited through the U-KNOW application, but the files are not stored in the U-KNOW. The storage location of the files is determined individually by the user within the integrated storage systems.

2.2 Services

2.2.1 The scope of the functionalities of the U-KNOW services, the technical information and the data streams can be viewed in the current version under <https://www.u-know.ai/support> and in the data protection notices of the products.

2.2.2 Prices

- a) u-know GmbH reserves the right to change its offer and prices for paid licenses. Price adjustments may also be necessary within the framework of current licenses, which will be communicated to you at least three (3) months in advance.
- b) The current prices of the U-KNOW services are based on the conditions published via <https://www.u-know.ai/pricing>. The prices published from time to time are valid for new orders, offers made so far are valid for four (4) weeks.
- c) The U-KNOW services can be combined with each other, i.e. X licenses of U-KNOW Basic and Y licenses of U-KNOW AI can be booked.

3 Rights of use

3.1 u-know GmbH is the sole owner of all rights to the U-KNOW services. There is no sale or transfer of ownership to the user.

3.2 The User is granted a limited, non-exclusive, revocable right to use the U-KNOW Services. The User represents and agrees that the U-KNOW Services will not be redistributed or transferred.

With the exception of the rights expressly granted in these GTC, u-know GmbH does not grant the User any right, title or interest in the U-KNOW Services or Content.

3.3 This right of use shall remain in force until it is terminated by the User or u-know GmbH in accordance with these GTC or the 6.2 in accordance with 6.2.

3.4 u-know GmbH is the sole owner of logos, domain names and other features of the U-KNOW brand ("U-KNOW Brand Features").

u-know GmbH does not grant the user any rights to use U-KNOW trademark features, whether for commercial or non-commercial purposes.

A mention as a reference must be agreed in advance with u-know GmbH.

4 Obligations of the User

- 4.1 The User agrees to comply with these GTC and not to use the U-KNOW Services or the Content or any part thereof in any manner not expressly permitted by the Agreement.
- 4.2 The User is prohibited from reproducing, reverse engineering, disassembling, deriving or modifying the source code or creating derivative works from the function of U-KNOW.
- 4.3 The user assures and confirms that he has the appropriate authority to act in the event of a license booking for the integration of business storage systems and that this will be presented to u-know GmbH upon request.
- 4.4 Any changes on the part of the user that may have an impact on the GTC or the contractual relationship must be reported to u-know GmbH in good time.

5 Conclusion

5.1 About the U-KNOW website

U-KNOW licenses can be ordered via our contact page of the U-KNOW website <https://www.u-know.ai/contact> or your direct contact at u-know GmbH.

A personal contact person will contact you as soon as possible.

When ordering, you must specify a reference domain with an e-mail address to which the licenses can be booked or activated.

The contract is then concluded in writing via the conventional channels.

5.2 About U-KNOW Partners

In order to be able to offer users the widest possible range of applications, u-know GmbH operates with several competent partners. Most U-KNOW partners have services themselves that work in harmony with the U-KNOW services to provide them with the best functionalities. The U-KNOW partners are legally independent companies that sell U-KNOW services, but are not allowed to represent u-know GmbH.

In addition to your contractual documents with the U-KNOW partner, you will receive these terms and conditions of u-know GmbH, which apply within the scope of the U-KNOW services. In addition, the legal provisions of the U-KNOW partner apply, over which u-know GmbH has no influence.

5.3 App Stores

The user can download the U-KNOW application via the app stores (Google Play Store, Apple App Store) in accordance with the shop operator's terms and conditions. The terms of use for the app application must be agreed.

Downloading the application does not trigger any license fees.

The licenses can only be ordered through direct contact with u-know GmbH in accordance with 5.1 or through U-KNOW partners in accordance 5.2.

If licenses for the U-KNOW services have already been ordered, they can be used by logging in with the corresponding e-mail address in the downloaded app.

6 Contract Term and Termination

- 6.1 Unless otherwise agreed in writing with the User, these GTC shall apply at the beginning of the contractual relationship between the User and u-know GmbH or the U-KNOW Partner, at the latest with the first use of the U-KNOW Services.
- 6.2 These GTC shall automatically terminate upon termination of the contractual relationship between the User and u-know GmbH or the U-KNOW Partner. At the latest with the deletion of the account with u-know GmbH.
- 6.3 The right to terminate for good cause pursuant to Section 543 of the German Civil Code remains unaffected.
- 6.4 In particular, u-know GmbH has the right to extraordinary termination without notice if, for legal or technical reasons, the provision of a service can only be guaranteed or becomes impossible with an unreasonably long interruption (in particular also due to changed market conditions, stating the specific circumstances relevant to the impossibility and independent of our will),
- d) if the user engages in illegal activities on his website or offers politically extremist content or if u-know GmbH has to fear damage to its reputation in the event of cooperation,
 - e) if an application for the opening of insolvency proceedings has been filed over the assets of a user, this application has been rejected due to a lack of assets (insofar as this has the consequence that a justified claim for additional costs is not enforceable and the user refuses to pay) or if the user is in other financial difficulties that have exceeded his contractual obligation to u-know GmbH, or
 - f) if the user violates essential contractual obligations or continues contractual obligations towards u-know GmbH.
 - g) if the User defaults on payment.
 - h) if there are reasons that entitle the user to terminate the contract extraordinarily, u-know GmbH is also entitled to deactivate or block the individual services in whole or in part for use by the user. This applies in particular to a clarification phase in which the user is given the opportunity to comment.
- 6.5 Consequences of termination of the contract: After the expiry of the contract period, the user is obliged to refrain from further use of the software. After termination of the contract, the user will no longer have access to the integrated storage systems via the U-KNOW services. u-know GmbH deletes the user's data three (3) months after termination of the contract, unless u-know GmbH is legally obliged to retain it.

7 Admission requirements and availability

- 7.1 In order to be able to use U-KNOW services, existing accounts in the storage systems to be connected are required, whose authentication data must be entered by the user. The authorization management of the connected storage systems is transferred to the U-KNOW services.
- 7.2 Availability may depend on the storage systems connected to the U-KNOW and the Internet connections, over which u-know GmbH has no influence.
u-know GmbH assumes no liability for impairments or other unavailability.
In the event of problems in connection with the integrated storage systems, the user should contact the respective service provider.
- 7.3 The U-KNOW services are operated in certified and redundant data centers of well-known service providers within the EU. u-know GmbH assumes no liability for impairments or other unavailability of the service providers.
- 7.4 u-know GmbH strives to provide a stable and reliable service of the application, but no liability can be assumed for a temporary unavailability of the U-KNOW services.
u-know GmbH may temporarily restrict availability if this is necessary with regard to capacity limits, security or integrity of the servers or to carry out technical maintenance or repair measures and this serves the proper or improved provision of the services (maintenance work).
Liability pursuant to § 11 remains unaffected by this.

8 Customer Service and Suggestions

- 8.1 The user can ask questions about u-know GmbH and its services via the U-KNOW website or via the U-KNOW partners.
- 8.2 Any errors or suggestions regarding the U-KNOW services can be sent to support@u-know.ai by e-mail support@u-know.ai.

9 Export Control Law

- 9.1 The User may not export or re-export the U-KNOW Services if this is contrary to national or international regulations, in particular export control regulations as well as embargoes or other restrictions.
By using it, the User secures and guarantees that he/she is not located in one of the sanctioned countries and is not on any of these lists.
- 9.2 The User also agrees that he will not use these products for purposes prohibited by EU law, in particular not for the development, design, manufacture or production of nuclear weapons, missiles, chemical or biological weapons.
- 9.3 If the provisions of this paragraph are violated, the contract with u-know GmbH and the user shall be deemed not to have been concluded; Claims for damages are excluded in this respect and due to the aforementioned deadlines.
The same applies if the prerequisites for a breach of duty occur after the conclusion of the contract.

10 Right of withdrawal for consumers

- 10.1 When using fee-based services (hereinafter referred to as the "contract"), consumers have a right of withdrawal in accordance with the following provisions:

Cancellation

Withdrawal

As a consumer, you have the right to withdraw from this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the day of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. an e-mail). In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

The revocation must be addressed to:

u-know GmbH

Zeppelinstr. 73

81669 Munich

E-Mail: info@u-know.ai

Consequences of revocation

In the event of an effective revocation, the services received by both parties must be returned. You are obliged to pay compensation in the amount of the value of the service provided until the revocation if you have been informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we will start executing the consideration before the expiry of the revocation period. If there is an obligation to pay damages, this may result in you still having to meet the contractual payment obligations for the period up to the revocation. Your right of withdrawal expires prematurely if the contract has been fully fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation, for us with its receipt. The revocation may limit your scope of services, such as access to paid services.

Consent to the provision of the contractual services before the expiry of the withdrawal period

The consumer agrees that u-know GmbH may begin to perform the services subject to the contract before the expiry of the revocation period. In the event of a revocation, the consumer is obliged to pay compensation for the value of the services received in accordance with the legal provisions. The compensation is calculated from the pro-rata annual fee.

End of the cancellation policy

- 10.2 If u-know GmbH provides the consumer with certain fee-based services in full immediately after placing the order, the right of revocation expires if the consumer has given u-know GmbH his express consent to this.

The consumer's right of withdrawal expires in the case of a contract for the supply of digital content that is not on a tangible medium, even if u-know GmbH has started to execute the contract after the consumer has expressly agreed that u-know GmbH will start executing the contract before the expiry of the withdrawal period, and that he has confirmed his knowledge of it, that he loses his right of revocation by revoking his revocation instruction consent at the beginning of the performance of the contract.

The consumer will be made aware of these points separately in the corresponding services.

11 Liability

- 11.1 Claims for damages by the user are excluded. Excluded from this are claims for damages by the user against u-know GmbH from injury to life, limb or health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by u-know GmbH, its legal representatives or vicarious agents. This also applies to indirect consequential damages, such as in particular lost profits.
- Essential contractual obligations (cardinal obligations) are those obligations that u-know GmbH has to fulfil according to the content and purpose of this contract and its supplements, the fulfilment of which makes the proper execution of this contract possible in the first place and on the compliance with which the user regularly relies and may rely. The essential contractual obligations of this contract include, in particular, but not exclusively, those listed under Section 2. The essential contractual obligations of this contract do not include the technically uninterrupted availability of the U-KNOW services.
- 11.2 In the event of a breach of essential contractual obligations (cardinal obligations), u-know GmbH shall only be liable for the foreseeable damage typical of the contract if it was caused by simple negligence, unless the user's claims for damages are based on injury to life, limb or health.
- 11.3 The restrictions from Sections 11.1 and 11.2 of these GTC shall also apply in favor of the legal representatives and vicarious agents of u-know GmbH if claims are asserted directly against them.
- 11.4 The provisions resulting from sections 11.1, 11.2 and 11.3 of these GTC do not apply if u-know GmbH has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies if u-know GmbH and the user have concluded a quality agreement.
- 11.5 The provisions of the Product Liability Act remain unaffected by the provisions in this Section 11 of these GTC.
- 11.6 u-know GmbH is liable for the loss of data and programs and their restoration to the extent specified in this section and only to the extent that this loss could not have been avoided by appropriate precautionary measures, in particular the daily making of backup copies of all data and programs.
- 11.7 The user is obliged to notify u-know GmbH immediately in writing of any damage within the meaning of the above liability regulations or to have it recorded by u-know GmbH, so that u-know GmbH is informed as early as possible and, if necessary, can still mitigate damage together with the user.

12 Final provisions

12.1 The law of the Federal Republic of Germany applies.

In the case of consumers who do not conclude the contract for professional or commercial purposes, this choice of law applies only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.

If both parties are registered traders, legal entities under public law or special funds under public law, Munich is agreed to be the place of jurisdiction.

The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

12.2 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

Instead of the invalid provision, what the parties would have agreed economically in good faith according to the originally intended purpose applies.

The same applies in the event of a gap in the contract.