



General Terms and Conditions of Use for "Cortado Services" Applicable to Contracts with Consumers and Entrepreneurs

Before using any of the Cortado Services, please carefully read the following General Terms and Conditions of Use (hereinafter referred to as "GTC"). Cortado AG (hereinafter referred to as "Cortado") offers you all Cortado Services according to these GTC. If you use any of the services offered by Cortado, you also accept these GTC. If you do not want to accept these GTC, you are not entitled to use any of the services offered by Cortado.

1. Subject Matter of these GTC

1.1 The present GTC of Cortado AG, Alt-Moabit 91a/b, 10559 Berlin, represented by the Chairman of the Board of Directors Carsten Mickleleit, apply to usage of all services and for all contents which are provided on the respective Cortado websites as well as all corresponding second- and third-level domains and additional pages (altogether henceforth collectively referred to as "Cortado"). This does not apply to any services marked as "Services of Third Parties" as for these "Third Party's Services" only the respective Third Party's general terms and conditions apply.

1.2 The GTC apply to any and all connections to the Cortado websites.

1.3 Cortado reserves the right to modify or amend the service itself, its contents, the contents of any and all Cortado websites and all elements contained therein, including these GTC, without prior notice.

1.4 The contract and communication languages are German and/or English.

2. Registration and Password, Data Protection

2.1 In the interest of secure access to and usage of the Cortado Services, access to and usage of said services is restricted to Registered Customers only. Registration for the service does not imply any further rights.

2.2 Registered Customer is obliged to provide true information upon registration and to inform Cortado immediately of changes to such information, if such changes occur.

2.3 After successful registration, Registered Customer will be assigned a registered customer name and password selected by him-/herself, or Registered Customer may change his/her password if this had been initially assigned by Cortado. Registered customer data enables Registered Customer to view, modify and delete – if necessary – his data at any time for some Cortado Services.

2.4 Registered Customer will ensure that registered customer data is not accessible to Third Parties and is liable for all activities conducted with the registered customer data. Should Registered Customer become aware that the registered customer data is being misused by a Third Party, he is obliged to inform Cortado immediately of the misuse by e-mail. Upon receipt of this notification, Cortado

will bar access to the password-protected area or the password-protected access to a Cortado service with registered customer data. Such barage can only be removed upon request of Registered Customer.

2.5 User may at any time request deletion of his/her data and registration.

2.6 Cortado reserves the right to define additional conditions of authenticity at any time. Users will be informed hereof.

2.7 Cortado especially refers to its Data Protection and Privacy Policy.

3. Purchase of Cortado Services/Access to Services

3.1 User may order and purchase Cortado Services by completing and transmitting the respective online Cortado request-form, selection of one or more of the offered Cortado service packages and by giving the actual number of future users. If User orders the Cortado service "Business Plus" or the Cortado BlackBerry Hosting, User may also choose the domain if he already registered said domain. If corresponding mail server domain entry (MX entry) is set accordingly, User may register for and use a Cortado-e-mail-address with his domain.

3.2 Once Cortado received the completed and legally validated order form online, Cortado will provide an account for User within a period of maximum two (2) weeks according to the information provided by User in the completed form and will assign him a user name and a personal password and the domain name chosen by User. Once the user account has been created, Cortado will send the new access code to User by e-mail. This access code allows User individual use of all e-mail functions described in the ordered service package. If User ordered a service package allowing the use of a personal domain, User has to ensure that he converted the MX entry as use of the domain he selected is not possible without said conversion. If Cortado explicitly warrants the following options of use upon execution of the service contract underlying these GTC and if the relevant necessary access data has been provided to User by Cortado, the access code likewise allows User, independently, on his own responsibility, and within the context of statutory provisions, freely to administrate his/her account as well as all corresponding functions, to view and, if necessary, to modify his registered data at any time. If



such warranty has not been granted and no access code has been provided, User may at any time request information and modifications of his/her registration data by e-mail to the address service@team.cortado.com.

3.3 If User is a consumer as understood under § 13 German Civil Code (BGB), he/she is entitled to rescind from the purchased of Cortado Services within two (2) weeks after the purchase date.

3.4 User may also activate Cortado Services by entering a so called Prepaid Code in the internet portal named in the Prepaid Code. Within the time frame defined for said Prepaid Code, User may access all Cortado Services after activation free of charge. There is no automatic renewal for a paid use of Cortado Services. If User wants to use Cortado-Service after expiration of the time frame defined in the Prepaid Code, he/she has to register for and to order the respective service at the regular costs.

3.5 If Cortado Services are booked for User by a Cortado Partner, access to the Cortado service will cease upon expiry of the time period booked by the Cortado Partner. User may extend the time period by rebooking access via the specialized dealer or User may order Cortado Services directly from Cortado. There is no automatic renewal.

3.6 User may also access Cortado Services upon entering a so called Bonus Code in the Cortado internet portal. Upon expiry of the time period defined for the Bonus Code that enables User to access Cortado Services free of charge, User's authorization to use Cortado Services ceases automatically. If User wants to use Cortado Services after expiry of the time period defined in the Bonus Code, User has to register according to the stipulations set forth in number 2 above.

4. Access to Services

4.1 The Cortado websites can be accessed at any time 24 hours a day except in cases of force majeure or events beyond the control of Cortado and/or in cases of any arising disruptions or maintenance procedures required for orderly function of the service. Cortado shall inform User hereof.

4.2 The rights granted to User of the Cortado websites are non-transferable.

5. Scope of Use of Cortado Services/ Fees/ Payments

5.1 The Cortado Services can be used as described and appearing on the Cortado websites whereas Cortado will not warrant, guarantee or assure in any other way continuous access to unmodified Cortado websites" according to numbers 4.1 and 11.3 of these GTC.

5.2 Following successful registration for a "**Cortado Workplace**" Account, User may access the Cortado websites and Cortado Workplace **free of charge**. Cortado points out, though, that according to the data tariff of the mobile provider of User, additional charges may occur for the data transfer, which Cortado has no bearing on.

5.3 Following successful registration, User may access the Cortado websites and chargeable Services upon payment of the respective fees. This does not apply to cases in which User is granted a free of charge demo time by Cortado or to services offered by Cortado free of charge. After expiry of the free of charge demo time for a Cortado service with costs, User has to bindingly order the Cortado service at the costs stipulated for the respective Cortado service. If User orders Cortado Services with costs before expiry of the demo time, the remaining demo time shall remain valid so that User has to pay for the respective Cortado service after the expiry of the remaining demo time.

5.4 After the expiration of the demo time as stipulated in 5.2 above, User has to pay a monthly fee as defined for each chargeable Cortado service on the Cortado websites for further use of any Cortado service. For the use of "**Cortado Workplace**" there is **no** monthly charge with the exception of additional services (Cortado Workplace Premium) which are subject to the payment of a non-recurring or monthly fee to be paid in advance. Payments for certain Cortado Services can only be made via a payment service provider. User will automatically be forwarded to the payment service provider's website. Cortado informs User that payments for monthly or annual fees via a payment service provider can only be made by providing credit card information. Users who have a German bank account may also participate in credit transfer via a payment service provider so that the due amount will be debited directly from User's bank account. Any and all payments via a payment service provider are subject to the payment service provider's General Terms and Conditions. Reimbursements for paid fees are settled directly between Cortado and User so that User has to request reimbursement directly from Cortado. If payments are directly settled between User and Cortado and if additional (return) charges ("Additional Charges") are incurred due to incorrect/incomplete banking data provided by User or any other reasons in User's responsibility, User shall be fully liable for any such Additional Charges. Cortado specifically points out that for certain Cortado Services User shall only receive one (1) invoice at the beginning of the 12-month-contractual term indicating the individual monthly fees.

5.5 In case of default of monthly or annual payments after the expiry of the free of charge demo time or the following ordered time period, Cortado auto-



matically bars access to all chargeable Cortado Services until all outstanding payments are settled.

5.6 To avoid that unsolicited and/or other undesired e-mails are delivered to the User's mailbox (e.g. spam or e-mails attached with malicious software), Cortado deploys filter software which automatically scans incoming e-mails for certain criteria (sender details, route, key words, structure). E-mails are not scanned manually, for example by Cortado's staff. E-mails deemed undesirable are not accepted but rejected by Cortado's server without being delivered to User's mailbox.

5.7 While Cortado always aspires to deploying state-of-the-art filter software, it cannot warrant nonetheless that individual undesired e-mails are delivered to User's mailbox or that individual desired e-mails are classified as undesirable and therefore not delivered to User's mailbox. A completely flawless and fail proof filter software is currently not technically available and can therefore not be warranted by Cortado; the User accepts the risks of automatic filtering. User is obliged to contact the sender if expected e-mails have not been delivered and vice versa, to also affirm the delivery of his/her e-mails to his/her recipients to avoid the unnoticed loss of important information.

5.8 If User purchases the **Cortado Business Plus** services or Cortado BlackBerry Hosting, the Microsoft Outlook and Entourage for Mac licenses included therein shall be provided to User for installation purposes on User's end device per download. The price for the download of the software is included in the price for the Cortado Business Plus service and Cortado Business Plus. Alternatively, Users of the Cortado Business Plus services or Cortado BlackBerry Hosting may purchase a MediaKit containing the said software license. The purchase price is indicated with the information concerning this service on the corresponding websites. The purchase price is due as soon as the demonstration period expires and if User purchases said services. Upon expiry of the demonstration period and if User chooses not to purchase said services or if the Cortado Business Plus or Cortado BlackBerry Hosting account is terminated, User is obliged to delete the software from his end device and to destroy the MediaKit. Cortado may request User to confirm deletion of the software and destruction of the MediaKit in writing.

5.9 Cortado points out that it may not be possible to fax into all countries. Cortado reserves the right to activate or deactivate the transmissibility of faxes into certain countries. Cortado will provide a list of countries into which faxes may not be sent upon request of Customer. The same applies accordingly to chargeable service- and special numbers.

5.10 Furthermore, Cortado points out that to prevent misuse of the Cortado Premium Service or the ad-

ditional service for Cortado Workplace "Fax", the number and size of the faxes which might be sent using the Cortado Premium Service "Fax" are limited ("**Fair-Use-Clause**"). As soon as User reaches the limits configured within the system, he shall receive a corresponding notice. The limitations are as follows:

- Maximum number of faxes/day: **10**
- Maximum number of pages/fax: **10**
- Maximum number of pages/day: **20**

6. Minimum Duration of Contracts/Termination

6.1 On the date User is provided with the access code defined in 3.2, the respective initial minimum contract period of twelve (12) months ("Initial Term") begins. To avoid misunderstandings regarding the beginning of the Initial Term, Cortado will inform User with the exact start date and expiry date of the specific period along with the provision of the access data.

6.2 If User is granted a free of charge demo time **before** ordering the chargeable Cortado service, the Initial Term for the ordered Cortado service starts after the expiry of said demo time. Upon expiry of the Initial Term, the Contract shall be renewed for the further consecutive three (3) months (except "Cortado Standard), if not terminated in advance by either Party (Cortado or User) with four (4) weeks' notice to the end of a calendar quarter without giving reasons. Cortado Standard contract shall renew for one (1) month at a time after expiry of the Initial Term, unless terminated in advance by either Party with two (2) weeks written notice to the end of a calendar month without giving reasons.

6.3 If User is granted a free of charge demo time **after** ordering the Cortado-Service, the Initial Term of the contract for the ordered chargeable Cortado-Service begins upon registration of User. The Initial Term of the ordered Cortado Services is composed as follows: the first month following registration of User is free of charge; the subsequent months are subject to the respective fee for the ordered Cortado service. **Within the first month of the contract (free of charge), User is entitled to rescind from the contract without giving reasons.** After expiry of the first month of the contract period, contract may only be terminated as described above.

6.4 User can terminate the Cortado Services by clicking the button or other option for termination to be found at one of the Cortado websites where this technical feature is available. Otherwise the account may validly be terminated for several Cortado Services by sending an email to the address **service@team.cortado.com** with "Termination" in the header. In this case, Cortado shall confirm the termination via e-mail. After termination of the



Cortado Services, User will be able to use the Cortado Services until the end of the ordered and paid contract period. After expiry of said contract period, Cortado Services are automatically deactivated and no further charges to User's bank account or credit card will be accrued. The same applies accordingly to terminations affecting individual parts of Cortado Services, as for example the fax or other additional option. Such termination does not affect other parts of the service package, so that the contract for the use of the remaining services remains unaffected.

6.5 User is furthermore entitled to terminate the Cortado service at the end of his payment period without notice but in writing giving good cause reasons, if the Cortado Services and their contents underwent significant changes to the disadvantage of User.

6.6 The post-contractual obligations of the Cortado Business Plus or Cortado BlackBerry Hosting User are stipulated in sec. 5.8 above.

7. Rights and Obligations of User while using the Contents and Services of the Cortado Websites

7.1 User of Cortado Services is solely and fully responsible for any activities performed by him using the Cortado websites and Cortado Services. User may only disseminate, send, publish, upload or convey in any other way such information, contents or remark/comment and/or any other written and visual article or contribution using Cortado Services for which he/she owns the corresponding rights (in particular intellectual property rights, copyrights, patent rights and others), which are not pirated copies and which do not violate any rights or propitiatory provisions (e.g. Young Persons Protection Act or Criminal Code).

7.2 In particular, Cortado Services and their contents may not be used for unlawful purposes, including namely but not limited to publication, dissemination or other conveyance of insulting, offensive, glorifying violence, discriminatory pornographic, and extremist or in any other way unlawful content. This also applies to any and all contents which may be reached by using links set by User. It is prohibited to use indecent contents, ambiguous descriptions and markings and/or other descriptions and expressions indicating illegality which cannot be proven in finality.

7.3 Any activities of User aiming at the destruction of the functioning or at complicating the use of Cortado Services – in particular influence and manipulation of physical and logical structure of the service – are prohibited.

7.4 Finally, it is prohibited to misuse Cortado Services for sending SPAM Mails or for massively sending contents of any other kind.

7.5 Registered User may, at any time, request in writing that his data and registration to be deleted.

8. Rights and Obligations of Cortado

8.1 Generally, Cortado does not carry out any examination of any contents and expressions or comments by Users before such contents and expressions or comments are uploaded, disseminated, published or conveyed in any other form.

8.2 If Cortado obtains knowledge of breach of these GTC or is suspicious thereof, Cortado is entitled to deny access to the services and, if necessary, to immediately delete any contents used by the respective User or which are addressed to him. Cortado shall give User an appropriate warning with a reasonable time limit before denying access, except if the aforementioned violation or infringement is such a material violation or infringement that further use of the Cortado Services by User would be intolerable for Cortado.

8.3 Furthermore, Cortado may, at any time, revoke access authorization by barring access without providing grounds if the registered User:

- has provided false information during registration, or
- has violated the GTC or failed to exercise due diligence in handling his access data,
- has unlawfully used the Cortado Services.

8.4 Cortado reserves the right to define additional conditions of authenticity. User shall be informed about any such changes.

9. Intellectual Property of Cortado Websites

9.1 All contents of any Cortado websites registered by Cortado, in particular data, information, logos, brands, logotypes, texts, and illustrations as well as their arrangement on Cortado websites are subject to copyright law and other laws regarding intellectual property. In particular, all rights regarding the content and design of the websites are strictly reserved by Cortado. Information and images offered on the website are copyrighted.

9.2 Any and all complete or partial copy, reproduction, modification, replay, display, transfer (in electronic or any other form), any type of access to Third Parties as well as any and all adaptation, distribution, or any other use of any and all content of the Cortado websites (including but not limited to all texts, images, graphics, audio and video files) for public or commercial purposes, regardless of the methods used, is prohibited without previous express written permission from Cortado. Any modifications of said content as well as its use for other purpose constitute a breach of Cortado's prop-



erty rights. The use of said content on another website or within a computer network is prohibited.

9.3 Any infringement or violation of User's obligations or rights of Cortado entitles Cortado to claim for damages.

9.4 Links to Cortado websites, however, are at all times possible and welcome as long as Cortado has been informed in advance about these links and gave permission.

10. Limitation of Liability

10.1 Cortado shall not be liable for any and all material or immaterial damages and consequential damages arising from the use of the provided information, regardless of how these damages were caused. Any other regulation applies solely in cases in which User can prove that said damages have been caused by gross negligence or intent by Cortado. Liability is limited to an aggregate amount of 100 000 EUR in each case.

10.2 In general, User is liable for any unauthorized usage of his Cortado account by any and all Third Parties. In particular, User is obliged to hold harmless and exempt Cortado from any and all claims and demands made by Third Parties against Cortado as well as from any and all costs resulting from such claims, if such claims and demands are based on an aforementioned unauthorized use of User's Cortado-account. Furthermore, User is obliged to inform Cortado immediately about any reasonable suspicion of an unauthorized use of his Cortado account by Third Parties.

10.3 Data and information published via the Cortado websites and all services of said websites are provided to User without an express or implied guarantee of any kind. In particular, no guarantee can be assumed for the function, up-to-dateness, accuracy, completeness, or quality of the information on our websites (either by Cortado or of foreign authors), the links and particularly the information on linked internet sites of Third Parties

(including the lawfulness of their content). Rights to the internet sites of Third Parties as well as accountability for their content and design are exclusively reserved by the respective Third Party as Cortado may not influence such websites.

10.4 Furthermore, Cortado assumes no guarantee or liability that User's computer or other hardware devices remain free of damages and/or viruses. User is solely responsible for protecting his data and/or software against infection by any viruses circulating in the internet.

10.5 Cortado shall not be liable for damages resulting from wrongfully filtered e-mails, unless the User can prove that Cortado has acted with intent or gross negligence.

11. Jurisdiction and Applicable Law

11.1 Place of jurisdiction for any and all disputes arising from these GTC, including claims based on tort, is at the headquarters of Cortado in Berlin (Germany), if the User is an entrepreneur, body corporate organized under public law. Any statutory exclusive jurisdiction remains unaffected. These GTC are construed according to and governed by German Law. By using the Cortado websites or any of the Cortado Services, User expressly declares his/her agreement with this jurisdiction clause.

11.2 If one or more of the provisions of these GTC should be held illegal, invalid, or unenforceable or for any reason becomes inapplicable, this illegality, invalidity, or unenforceability does not affect the remaining provisions of these GTC.

Cortado AG
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