

Additional Terms and Conditions for the Leasing of Smartphones and Tablets from CORTADO Mobile Solutions GmbH

The following additional terms and conditions apply to the leasing of corporate smartphones and tablets in an all-inclusive package. The provisions of the [General Terms and Conditions of CORTADO Mobile Solutions GmbH](#) (hereinafter referred to as "CORTADO") (<https://www.iubenda.com/terms-and-conditions/65906630>) shall apply in addition, unless these additional terms and conditions expressly provide otherwise.

I. Subject Matter of the Contract

The subject matter of the contract is the leasing of new or used smartphones and tablets (hereinafter uniformly referred to as the "Lease Items") as well as the provision of the mobile device management solution exclusively to persons who are not consumers per section 13 BGB (German Civil Code).

II. Leasing of Smartphones and Tablets

1. Formation of the Lease Agreement

The presentation of lease items on CORTADO's website is subject to change until the binding conclusion of a lease agreement and does not constitute a binding offer to enter into a lease agreement.

The customer can only place an order after registration. CORTADO is entitled to carry out an identity and age check.

An order requires that the customer truthfully enters all requested data. The data concerning identity, age, billing, delivery address, bank account details, and VAT number (if applicable) must be correct. The customer must confirm that they do not want to lease items for use by a third party (except for the free transfer to employees of the customer). They must confirm that insolvency proceedings against their assets have neither been applied for nor are imminent in the foreseeable future.

After checking the order and the related information, for which CORTADO may also make use of data from credit agencies (Creditreform or others), the customer will receive a confirmation of their order. Only upon receipt of the confirmation does a lease agreement come into effect under the present terms and conditions.

2. No Transfer of Ownership / Prohibition of Modification of the Leased Item

Leased smartphones and tablets remain the permanent property of CORTADO.

The lessee is not permitted to sell, lease or lend the leased property to third parties or to make the leased property available for use by third parties, either for a fee or free of charge, without the prior written consent of CORTADO. An exception to this is the free transfer to employees of the lessee.

The lessee is obligated to keep the lease items free from third-party rights for the duration of the lease.

The lessee may not modify the items. In particular, the lessee may not modify the installed operating system. This includes, in particular, the unlocking of bootloaders or rooting/jailbreaking of devices. System updates of the device manufacturer are not affected by this. The installation of APPs, as long as this does not violate any legal prohibitions, is not affected by this.

Remedying defects within the definition of section 536a (2) BGB (German Civil Code) and wear and tear of the goods due to use per the contract as per the definition of section 538 BGB (German Civil Code) shall not constitute an alteration.

CORTADO is entitled to restore the leased item to its original condition after the end of the contract at the lessee's expense, provided this does not involve disproportionately high expense.

3. Shipment

The ordered number of smartphones and/or tablets shall be shipped by CORTADO either via a shipping company or one of the CORTADO branches. Unless otherwise agreed, the customer shall bear the shipping costs as well as the costs for insurance of the shipment and any customs costs incurred.

4. Usage Fees

Cortado charges usage fees for the use of smartphones and tablets. The amount results from the order as well as the confirmation of the order. The usage fees are to be paid monthly by the 15th calendar day after the beginning of the billing period according to the lease agreement.

5. Contract Duration and Termination

A minimum term is agreed upon in the lease contract.

the case of used equipment, a minimum lease term of 12, 24, or 36 months shall be agreed upon. For new, unused equipment, a minimum lease period of 24 or 36 months is agreed upon. The details as per the confirmation of the order by CORTADO are decisive.

After the expiry of this minimum term, the lease is extended by a term of 12 months successively, unless notice of termination is received in due time.

The notice period is ninety days before the end of the contract. Notice of termination must be given in writing and may be submitted without stating reasons.

The right to extraordinary termination for good cause remains unaffected for both contracting parties.

In particular, CORTADO may terminate the lease agreement without notice for cause if:

- the lessee is in arrears with usage fees amounting to 2 monthly installments, or
- the lessee culpably provided false information when concluding the lease agreement, or
- the lessee culpably violates essential obligations in connection with the use of the leased property.

In the event of extraordinary termination, the lessee shall immediately surrender the leased property together with accessories to CORTADO. If extraordinary termination is effected by CORTADO for a reason for which the lessee is responsible, the lessee shall owe the installments payable up to the regular end of the contract as damages.

6. Return of Leased Items

Smartphones and tablets must be returned within 30 days of the end of the rental period. Section 545 BGB (German Civil Code) shall not apply. A smartphone or tablet is considered returned when it has arrived at one of the CORTADO locations and its lease subscription has been identified. All return shipping costs incurred, as well as shipping costs and customs fees, are the responsibility of the lessee.

If the devices are not received by CORTADO within 30 days of the expiration of the contract term or termination of the contract, CORTADO shall be entitled to charge the lessee liquidated damages equal to 30% of the list price used as the base for the order. CORTADO is entitled to demonstrate higher damages, and the lessee is entitled to demonstrate lower damages. Higher damages shall be assumed in particular if the leased item was replaced during the term of the contract and the specific device was used for a shorter period than the agreed term of the contract. In this case, CORTADO is entitled to base the calculation of damages on the premise that 70% of the value of a device is refinanced over the term of the contract.

If the contract terminates before the end of the originally agreed term, further claims, including claims to the usage fees owed up to the regular end of the contract, shall remain unaffected.

If the lessee returns the lease object to CORTADO without the accessories provided with the delivery or incomplete, the lessee is obligated to return the missing accessories upon CORTADO's request. If the lessee fails to return missing accessories or missing components despite being requested to do so, the lessor may claim damages in the amount of the residual value of the missing accessories or missing components,

calculated using the current market value (replacement value). If no market exists for used accessories, CORTADO is entitled to use the price for new accessories as a baseline.

If the lessee returns the smartphone or tablet with password protection or other locking means that precludes or impairs the use of the items by third parties, CORTADO shall return the items to the lessee at the lessee's expense for rectification or unblocking. The return shall be deemed not to have taken place until the unblocking process has been completed.

7. Liability of the Lessee

The lessee is obligated to use the leased object in a customarily and careful manner.

The lessee undertakes not to disclose access data for the use of the leased items to third parties unless the leased items are made available to such third parties within the scope of an employment relationship. The lessee shall be liable for any misuse of the access data by third parties insofar as they are responsible for such misuse. The liability also includes, if applicable, the reimbursement of charges for goods and services which the lessee has not ordered themselves.

In the event of any damage or other impairment of the leased item during the lease period, the lessee undertakes to immediately inform the lessor in writing of all details of the event that led to the damage to the object. In the event of damage to the leased item and other violations of the concluded lease agreement, the customer shall be liable in principle per the statutory provisions.

8. Insurance

Unless otherwise agreed, the leased items offered by CORTADO are insured by ELEMENT Insurance AG during the agreed lease period. Covered are screen damage, all accidental damage, battery malfunction, warranty extension excluding the battery, and all types of theft. The lessee is obligated to record all damage to the leased items and to report it immediately to CORTADO, stating the cause of the damage. The use of protective accessories is obligatory. In the event of theft, this must be reported immediately to the competent authorities and the corresponding file number must be forwarded to CORTADO.

If the lessee is responsible for the damage, whereby they are also liable for the fault of persons to whom they have entrusted the leased item, they will bear any deductible that may exist within the scope of the insurance contract. Insofar as the insurance company refuses to pay compensation for reasons for which the lessee is responsible, the lessee shall bear the damage costs alone.

9. Replacement Equipment

If a leased item has a material defect for which the customer is not responsible, CORTADO is entitled, at its discretion, to remedy the defect or to provide the lessee with a replacement item. If a replacement device is provided, CORTADO is not obliged to restore data or apps installed by the lessee. It is part of the lessee's obligation to make regular data backups.

The defective device is to be handed over to CORTADO concurrently with the provision of the replacement device.

If inspection of the returned device reveals a defect due to incorrect use, installation, and/or configuration of the device, CORTADO will charge shipping costs and an administrative fee of EUR 90.00/USD 95.00/GBP 65.00/AUD 135.00, depending on the location to which Cortado originally shipped the device. In this case, the customer must return the device provided as a replacement.

CORTADO expressly points out that items returned for replacement may be reset to their original settings, which may result in configurations being lost.

10. Changes

CORTADO is entitled to amend the terms of use at any time, provided that essential provisions (type, scope, term, termination) remain unaffected. The customer will be notified of any changes six weeks before they come into effect. If this change is not objected to after receipt and expiry of the six weeks, the changes are considered approved. Attention is drawn to the possibility of objection and compliance with the time limit. In the event of an objection, the amendments shall not become part of the contract, and the contract shall continue unchanged.

11. Personal Data Recording

Our privacy policy applies for the collection and storage of personal data of users and customers: <https://www.iubenda.com/privacy-policy/65906630/full-legal>.

12. Final Provisions

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the terms and conditions in other respects.

The contractual relationship shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from, or in connection with contracts concluded based on these terms and conditions is Berlin, Germany.

CORTADO is entitled to transfer the rights and obligations arising from the contract with the lessee in whole or in part to another company. The lessee shall be informed of any complete transfer of the contract by a third party. They have the right to terminate the contractual relationship extraordinarily within four weeks after receipt of the notification of the transfer of the contract.

Valid as of February 2022