

GENERAL TERMS AND CONDITIONS

OF HUMANS.DE GMBH FOR MOBILE PHONE SERVICES (GTC)

SEC. 1 SUBJECT MATTER AND SCOPE OF THE GTC

- (1) Humans.de GmbH, Sebastian-Kneipp-Str. 41, 60439 Frankfurt am Main, represented by the Managing Director Dimitri Pfizenmaier, registered at the Local Court of Frankfurt am Main, under commercial register number HRB 123476, (hereinafter: **"Provider"**) offers services in the field of mobile communications to consumers within the meaning of Section 13 of the German Civil Code (hereinafter: **"Customers"**) on www.humans.de. Further information on the services can be found in the description in Sec. 7 of these GTC.
- (2) These GTC govern the provision of services by the Provider to its Customers. They apply exclusively. Deviating, supplementary or conflicting terms and conditions are not recognized.

SEC. 2 AMENDMENT OF THE GTC

- (1) The Provider reserves the right to amend the GTC at any time, including within existing contractual relationships, insofar as
 - a) this is necessary for valid reasons, in particular due to a change in the legal situation or supreme court rulings, technical changes in mass traffic, loopholes in the GTC, changes in market conditions or other equivalent reasons and does not unreasonably disadvantage the Customer, and
 - b) the amendment does not change the essential business characteristics of the contract, in particular the services to be provided by the Provider.
- (2) The Provider must inform the Customer clearly and comprehensibly on a durable medium of the following at least one (1) month and no more than two (2) months before a contract amendment pursuant to paragraph 1 is to take effect:
 - a) the content and timing of the contract amendment and
 - b) an existing right of termination of the Customer in accordance with paragraph 3.
- (3) If the Provider unilaterally makes an amendment in accordance with paragraph 1, the Customer may terminate the contract without observing a notice period and at no cost. However, the Customer shall not be entitled to this right of termination if the amendments
 - a) are exclusively for the benefit of the Customer,
 - b) are of a purely administrative nature and have no negative impact on the Customer, or
 - c) are directly prescribed by EU law or national law.

- (4) Termination in accordance with paragraph 3 may be declared within three (3) months of the date on which the Customer receives the Provider's notification of the contract amendment. The notification must fulfil the requirements of paragraph 2. The contract can be terminated at the earliest at the time at which the contract amendment is to take effect.
- (5) Paragraphs 3 and 4 shall not apply to contracts which relate only to number-independent interpersonal telecommunications services.

SEC. 3 CREATION OF A HUMANS ACCOUNT

- (1) The Provider enables the Customer to register at www.humans.de and to create an account there by providing personal information and accepting these GTC (hereinafter: **"Humans Account"**).
- (2) There is no entitlement to the creation of a Humans Account. The Provider is authorized to reject registrations without giving reasons.
- (3) The Humans Account is not transferable.
- (4) Registration is only permitted for Customers who are of legal age and have full legal capacity.
- (5) The creation of a Humans Account is mandatory in order to be able to use the services in Sec. 7 of these GTC.

SEC. 4 OBLIGATIONS OF THE CUSTOMER WITH REGARD TO HUMANS ACCOUNT

- (1) The Customer data and other customer information requested by the Provider during the registration process must be provided completely and correctly by the Customer.
- (2) The Customer must ensure that they are the only person to access and use their Humans Account. If it is to be feared that unauthorized third parties have gained or will gain access to the Customer's Humans account, the Provider must be informed immediately. The Customer is liable for any use and/or other activity in his Humans Account in accordance with the statutory provisions.
- (3) The Customer must keep his data up to date. If there are any changes to their provided data, the Customer must inform the Provider about their changed data immediately by email.

SEC. 5 KYC PROCEDURE

Once the Human Account has been successfully created, the Customer has the option of going through a Know Your Cus-

tomer (KYC) procedure. This is mandatory in order to be able to use the services in Sec. 7 of these GTC.

SEC. 6 CONCLUSION AND TERM OF THE CONTRACT

- (1) The advertising of services on www.humans.de by the Provider does not constitute a binding offer to conclude a contract.
- (2) By creating a Humans Account in accordance with Sec. 3 of these GTC, the Customer submits an offer to the Provider to conclude a contract for the service in accordance with Sec. 7. Before submitting the offer, the Customer can recognize and correct input errors.
- (3) The contract between the Provider and the Customer is only concluded when the Customer has successfully completed the subsequent KYC procedure in accordance with Sec. 5 of these GTC and the Provider then provides the service to the Customer for the first time.
- (4) The Provider enables the Customer to transfer a telephone number from a previous contractual relationship with another provider (so-called porting of the telephone number). In the event of a porting, notwithstanding paragraph 3, the contract shall be concluded, at the latest at the time of the actual transfer of the telephone number.
- (5) The term of the contract concluded between the Provider and the Customer is one (1) calendar month. Unless the Provider and Customer have expressly agreed otherwise, the term of the contract shall be automatically extended by another calendar month if the contract has not been terminated in good time in accordance with Sec. 14 (1) or (2) of these GTC.

SEC. 7 DESCRIPTION OF THE SERVICES AND THEIR AVAILABILITY

- (1) The Provider provides the Customer with mobile services on the territory of the Federal Republic of Germany. The Provider connects the SIM card already embedded in the Customer's end device (hereinafter: "**eSim**") to the Vodafone mobile network (hereinafter: "**Connection**") and thus enables the Customer to use mobile telecommunications connections in accordance with the available tariff. The Provider's services therefore include voice and data services, whereby these are limited in accordance with paragraph 4. The Provider also offers roaming, which allows Customers to use their eSim temporarily for occasional journeys in the member states of the EU as well as Iceland, Liechtenstein, Norway and the United Kingdom without incurring any additional costs. Further details of the services can be found in the current tariff.
- (2) When providing its services, the Provider is free to choose their technical means. This includes in particular the technology and infrastructure used by the Provider.
- (3) The services to be provided by the Provider are subject to the current state of technology and may therefore be subject to restrictions. Accordingly, the Provider cannot guarantee that the Customer will be able to use the mobile

network provided by the Provider at all times and everywhere without restriction.

- (4) The use of the eSim for calls and text messages (SMS) to all mobile and fixed networks within Germany and the EU is limited to a total of 3,000 minutes for calls and/or SMS per billing period (from the first to the last day of a calendar month). If more than 200 GB data volume is used within the billing period, the data transfer rate is throttled to a speed of 64 Kbit/s for the remaining billing period.
- (5) With regard to the Customer's access to the Internet provided by the Provider, the Provider reserves the right to limit the bandwidth for services whose use is associated with an excessively high data transmission volume and therefore leads to a reduction in data transmission capacity for other Customers. Such services include, in particular, peer-to-peer file sharing networks (e.g. BitTorrent) or audio and video streaming services.
- (6) The Provider's services may be subject to further restrictions due to influences from the Customer's environment for which the Provider is not responsible (e.g. location or weather influences).

SEC. 8 FEE, INVOICE AND COMPLAINT PERIOD, DEFAULT

- (1) The Customer must pay a consumption-based fee to the Provider. The fee is calculated on the basis of the current tariff and the respective consumption by the Customer. All prices are inclusive of statutory VAT.
- (2) The fee is payable to the Provider after the respective service has been provided and invoiced. Invoices are issued by the Provider monthly on the first calendar day of each month.
- (3) Unless otherwise stated on the invoice, payment is due upon receipt of the invoice by the Customer.
- (4) If the Customer defaults on payment of the fee, the Provider shall be entitled to demand default interest in the amount of five (5) percentage points above the respective base interest rate. The Provider reserves the right to claim further damages for default.
- (5) If the Customer does not agree with an invoice, they must address their complaint to the Provider immediately. However, the Customer's complaint must be received by the Provider no later than eight (8) weeks after receipt of the invoice. After expiry of this eight-week period, the Provider shall neither be obliged to provide evidence of the connection services provided nor to provide information regarding the individual connections.

SEC. 9 SEPA DIRECT DEBIT

- (1) Payment of the fee to be paid by the Customer in accordance with the invoice shall be made by SEPA direct debit. This means that the invoiced fee is collected from the Customer's current account specified in the registration process for the Humans Account.

- (2) The respective invoice amount, but no more than the upper price limit specified in the tariff will be deducted from the Customer's current account no earlier than five (5) days after receipt of the invoice by the Customer. Within this period, the Customer has the opportunity to ensure that his current account has sufficient funds.
- (3) The invoice also serves as a pre-notification, which announces the debiting of the Customer's current account by direct debit.

SEC. 10 FURTHER OBLIGATIONS OF THE CUSTOMER

- (1) Personal access data must be kept secret by the Customer and must not be made accessible to unauthorized third parties. Personal access data includes in particular the password for the Humans Account as well as the PIN and PUK of the eSim provided to the Customer. If it is to be feared that unauthorized third parties have obtained or will obtain the Customer's personal access data, the Customer must change them immediately or have them changed and inform the Provider immediately. The Customer shall be liable for any use of his personal access data in accordance with the statutory provisions.
- (2) The Customer undertakes to use the Connection provided to them by the Provider, in particular the eSim required for this purpose, exclusively for the use of the services provided by the Provider and for private purposes. In particular, the Customer is not permitted
 - a) to misuse or unlawfully use the ability to make calls or send messages (SMS/MMS), e.g. for mass sending of SMS, sharing of illegal content or phishing attacks;
 - b) to display to recipients of calls or messages a telephone number other than the one assigned to them;
 - c) to use the connection for commercial or independent professional activities.
- (3) The Customer must notify the Provider of any misuse, manipulation or other use of their connection by an unauthorized third party. As long as the Customer does not notify the Provider of this unauthorized third-party use, the Customer shall remain obliged to pay the fee incurred as a result of this unauthorized third-party use, unless the Customer is not responsible for the unauthorized third-party use.
- (4) The Customer is obliged to install updates provided by the Provider immediately and properly after their provision.
- (5) The Customer must back up their data at regular intervals and in an appropriate manner in order to prevent any data loss (e.g. also in the event of an installation in accordance with paragraph 4).

SEC. 11 BLOCKING

- (1) The Customer can demand from the Provider that
 - a) the use of their network access for certain number ranges is blocked on the network side free of charge, insofar as this is technically possible.

- b) the identification of their mobile connection for the use and billing of a service provided in addition to the connection is blocked by the network free of charge
- (2) The Provider is authorized to block voice communication and Internet access services in whole or in part if
 - a) in the event of repeated non-payment and after deduction of any advance payments, the Customer is in default with payment obligations of at least EUR 100.00, or
 - b) there is reasonable suspicion that the Customer's connection is being misused or manipulated by third parties.

The Provider must give at least two (2) week's written notice of the blocking in advance and in accordance with lit. a, indicating the Customer's option of seeking legal protection before the courts, whereby the text form is sufficient.

- (3) The blocking must be limited to the services affected by the late payment or misuse and may only be maintained as long as the reason for the block persists.
- (4) In the event of a blocking
 - a) the availability of emergency numbers (Sec. 164 para. 1 German Telecommunication Act [TKG]) is guaranteed;
 - b) the Customer remains obliged to pay the fee owed by them;
 - c) the Provider's right to extraordinary termination remains unaffected.

SEC. 12 LIABILITY

- (1) Insofar as the Provider has an obligation to compensate the Customer for financial loss or to pay compensation, the liability is limited to EUR 12,500.00 per Customer. If the Provider is liable to pay damages or compensation to several Customers due to the same event, the liability is limited to a total of EUR 30 million. If the obligation to pay damages or compensation to several claimants due to the same event exceeds the maximum limit in accordance with sentence 2, the damages or compensation shall be reduced in proportion to the ratio of the sum of all claims for damages or compensation to the maximum limit. The limitation of liability resulting from sentences 1 to 3 shall not apply if the obligation to pay damages or compensation was caused by willful or grossly negligent behavior on the part of the Provider, or to claims for compensation for damage caused by the delay in payment of damages or compensation.
- (2) In Addition, and unless otherwise stipulated in paragraph 5, the Provider shall only be liable in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (so-called essential contractual obligation). This liability is limited to compensation for typical and foreseeable damage. In all other cases, the liability of the Provider is excluded, subject to the provision in paragraph 5.

- (3) The Provider shall only be liable for the loss of the Customer's data in the event of slight negligence if the Customer has backed up its data in accordance with Sec. 10 para. 5 of these GTC so that it can be restored with reasonable effort. The amount of such liability is limited as in paragraph 1.
- (4) The limitations of liability resulting from paragraphs 1 to 3 also apply in favor of the legal representatives, executive employees or simple vicarious agents of the Provider if claims are asserted directly against them.
- (5) The limitations of liability resulting from paragraphs 1 to 3 shall not apply in the event of fraudulent intent, in the event of damage resulting from injury to life, limb or health, in the event of the assumption of guarantees or other strict liability or claims under the Product Liability Act.

SEC. 13 FORCE MAJEURE

- (1) The Provider shall be temporarily released from providing the services owed by it in the event of force majeure. Force majeure is an external event caused by elementary forces of nature or other extraordinary environmental events or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically reasonable means even by the utmost care reasonably to be expected in the circumstances and is also not to be accepted due to its frequency.
- (2) The Customer may terminate the contract with the Provider if the case of force majeure lasts longer than three (3) months and an amicable contract adjustment could not be reached.

SEC. 14 TERMINATION RIGHTS

- (1) The Customer may terminate the contract at any time without notice with effect to the end of the respective calendar month. After receipt of the termination declaration by the Provider, it will be processed within two (2) working days. This processing period begins on the day following the day on which the Provider receives the termination declaration. The contract ends at the end of the last day of the calendar month in which the declaration of termination was processed by the Provider.
- (2) The Provider has the right to terminate the contract within a notice period of one (1) month. This also applies if the contract has been tacitly renewed after expiry of the initial minimum contract term in accordance with 6 para. 5 sentence 2 of these GTC.
- (3) Termination without notice is possible if there is a good cause that makes it unreasonable to continue the contractual relationship until the expiry of the notice period in paragraph 2, taking into account the legitimate interests of the other contractual partner. Good cause shall be deemed to exist in particular if
 - a) the Customer provides false information in his Humans Account.
 - b) the Customer's connection has been misused or manipulated.

- c) legal regulations or third-party rights are violated.
 - d) the Customer does not use the Connection in accordance with the contract or otherwise unusually. This is the case, for example, if the Customer exceeds the limit of 3,000 minutes for calls and/or SMS per billing period in accordance with Sec 7 para. 4 of these GTC. The minutes or SMS exceeding the contractually permitted amount are billed to the minute and/or according to the exact number of SMS and charged to the customer.
- (4) If the good cause consists of the breach of a contractual obligation, the termination is only permissible after a failure to remedy the breach within a reasonable period of time or after an unsuccessful warning, unless this is dispensable due to the special nature of the individual case (cf. Sec. 323 para. 2 and 3 German Civil Code [BGB]).
 - (5) If an offer package has been agreed between the Provider and the Customer in accordance with Sec. 66 para. 1 TKG (package contract) and a component of such a package can be terminated before the end of the agreed contract term due to non-compliance with the contractual provisions or failure to make it available, the Customer can terminate the contract with regard to all components of the package instead of terminating the individual component of the contract.
 - (6) The Customer's right of termination in Sec. 2 para. 3 and 4 of these GTC shall remain unaffected by this.
 - (7) The Customer must declare the termination via e-mail or via the termination button in order to be effective. A submission via the support chat is not effective.

SEC. 15 FORM OF DECLARATIONS

All declarations made within the scope of the contractual relationship must be made electronically (e.g. by e-mail or support chat), unless expressly stated otherwise in these GTC or unless mandatory statutory provisions prescribe a different form of declaration.

SEC. 16 APPLICABLE LAW

These GTC are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG). If the Customer has his habitual residence in a country other than the Federal Republic of Germany at the time of conclusion of the contract, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

SEC. 17 SEVERABILITY CLAUSE

Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of these GTC. The Provider and the Customer shall endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic intent of the invalid or unenforceable provision. The same applies in the event of a loophole in the GTC.