**Terms of use for "Polario (platform name)"**

**1. Scope and purpose of the terms of use**

a) The ### (hereinafter "Platform") app is a mobile application provided to users by ### (hereinafter "Provider"), registered in the Commercial Register # (#Nmr) via the app store (Platform) or a web app.

b) The Platform allows companies, associations, organizers, or groups to centralize and design the organization and communication of their employees, participants or users.

**2. Registration**

a) To open a user account, the user must provide a valid email address and a unique password, and the confirmed registration will be sent to the specified email inbox.

As soon as the user logs into the app for the first time with the user account created by him, he is automatically prompted to set a new password. The new password should be assigned thoughtfully by the user so that it is not easy to track. Therefore, it must contain at least one number and one special character.

Once the account is activated and a new password has been assigned, the user has access to the platform.

**3. Changes to the terms of use and the scope of services of the app**

a) The provider reserves the right to change the terms of use within reason for the user and only with effect for the future. The User will be expressly informed of any changes to the Terms of Use via the App and asked to agree to any changes to the Terms of Use. The user must observe the current version of the terms of use.

b) Furthermore, the Provider reserves the right to expand, shorten or change the functionalities of the App at any time at its own discretion. This is because the rapid development of the Internet in particular makes it necessary for the Provider to make technical and content-related adjustments to the App from time to time.

c) Since the App is a service for all users and all users are to be treated equally, further use of the App by the User is not permitted in the event of a conflict with the amended Terms of Use or the amended App.

**4. Rights of use and data usage**

a) The User is granted the free, non-exclusive, non-transferable and non-sublicensable right to use the App in accordance with these Terms of Use.

b) The Provider protects the User's personal data and uses it exclusively to the extent that this is legally permissible, or the User has consented to its use; the User can find more detailed information on this in the privacy policy, which is available via the App and the website. The User grants the Provider the non-exclusive, transferable and sublicensable right of use, unlimited in time and content, to other data, in particular technical data, which either has no personal reference or whose personal reference has been removed (anonymized data).

**5. Unauthorized use, terms of use of third-party providers**

a) When using the app, copyrights, name rights, trademark rights and other rights of the provider and third parties (personal rights) must be observed. The contributions, contact data and photos of contact persons and media contacts made available via the app are also protected. The retrievability of the information contained in the app does not grant a license or any other right of use. Users are prohibited from using the app in violation of these terms of use or legal provisions. The user must refrain from any misuse of the app, in particular he/she may not integrate the app or parts thereof into other websites, neither private nor commercial, or use the app commercially.

b) This app also offers third-party functionalities, which are subject in particular to the terms of use of the providers listed below, users can find these terms on the following pages:

1. <https://www.agora.io/en/acceptable-use-policy/>

2. <https://sendbird.com/terms-of-service>

see attachment 1.

The provider does not adopt these contents made accessible by the respective providers via the aforementioned internet addresses and is therefore not responsible for them.

**6. Scope of service**

a) The Provider shall ensure the smooth operation of the App. On the other hand, the provider cannot guarantee that the app will always function technically error-free or that the communication network required for data transmission will be available.

**7. Provider Responsibility and Liability**

a) If any advice or recommendation is given in the Provider's App, the Provider shall not be liable to compensate for any damage resulting from following the advice or recommendation, without prejudice to liability arising from a contractual relationship, tort or any other legal ground provision.

b) In all other respects, the Provider shall be liable in accordance with the following provisions:

Insofar as the provider is liable for damages caused by slight negligence based on statutory provisions, the provider's liability is limited. In this case, liability exists only in the case of breach of essential contractual obligations. This liability is also limited to the typical damage foreseeable at the time of the conclusion of the contract.

The personal liability of the legal representatives, agents and employees of the provider for damages caused by them due to slight negligence is excluded. For damages caused by them, except for legal representatives and executives, due to gross negligence, the limitation of liability provided for in this section for the provider shall apply accordingly.

The limitations of liability in this section shall not apply in the event of injury to life, limb or health. Irrespective of any fault on the part of the Provider, liability shall remain unaffected in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act.

**8. Guarantee**

a) The provider makes every effort to ensure that the contents of the app are up-to-date and correct. However, no guarantee can be given for the completeness, correctness, up-to-datedness and constant availability of the App.

b) Since the app is provided to the user free of charge, any liability for defects of the app is excluded, except in case of intent or fraudulent concealment of a defect.

**9. Applicable law, place of jurisdiction**

a) The exclusive place of jurisdiction for all claims arising from and in connection with the app is Erfurt, Germany.

b) If the User is a consumer, the Provider may only sue the User at the court of the User's domicile or habitual residence; the User may sue the Provider at any legally permissible place of jurisdiction in addition to the court responsible for the User's domicile or habitual residence.

c) All disputes arising from or in connection with the App and these Terms of Use shall be governed exclusively by the laws of the Federal Republic of Germany; application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. If the user is a consumer, the law of the country in which the consumer is domiciled or habitually resident at the time of conclusion of the contract shall apply.

**10. Severability clause**

a) Should one of the above terms of use be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by such provisions that come closest to the economic purpose of the contract while reasonably safeguarding the interests of both parties.

**11. Settlement of disputes**

a) The provider is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

**Attachment 1**

**Customer Agreement Agora – Mandatory Terms**

2.3 Customer Data.

Customer will have control over all Customer Data which Customer or the End Users of the Customer Application upload through the Agora Service. Customer hereby grants to Agora a non-exclusive, royalty-free, worldwide license during the term of this Agreement to reproduce, distribute, publicly perform, publicly display and digitally perform the Customer Data in conjunction with the Agora Services. Additionally, Customer understands that the technical processing and transmission of the Agora Services, including any Customer Data provided by Customer, may involve (i) transmissions over various third party networks, and (##) changes to conform and adapt to technical requirements of connecting networks or devices, and Customer consents to such transmission and changes. Customer additionally agrees to provide all necessary disclosures and obtain all necessary consents from each of its End Users to grant Agora the foregoing rights.

2.4 Restrictions.

Except as otherwise expressly permitted under this Agreement, Customer will not directly or indirectly: (a)copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble or otherwise attempt to extract the source code of Agora Services or Software (subject to section 2.5) or access or attempt to gain unauthorized access, modify, delete, damage, disrupt or disable the Agora Service or any other Agora customer’s data(b)sublicense, resell, or distribute the Agora Services or any component thereof separate from the integrated Customer Application or access, use, or copy any portion of the Agora Services, Documentation or SDK to directly or indirectly to develop, promote or support any product or service that is competitive with Agora products and services.;(c)delete any copyright, trademark, proprietary or other notices of Agora or its licensors in the Agora Services, Documentation or Agora Software; (d)use the Agora Services, Agora Software, or Customer Applications or transmit Customer Data, in any manner that violates in any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency; or(e)assert (or authorize, assist, or encourage any third party to assert) any intellectual property infringement claims against Agora or any of its affiliates regarding any portions of the Agora Services, Agora Software or Documentation.

2.5 Open Source and third-party components.

The Agora Service, and Agora Software may include certain third party software components and open source software components that are subject to separate license agreements (as detailed at: www.agora.io/3Plicenses) To the limited extent a third party license or open source license expressly supersedes the Agreement, that third party license or open source license, as applicable, instead governs Customer’s agreement with Agora for the specific included third party or open source components of the Agora Services, or use of the Agora Services (as may be applicable).

3.2 Prohibited Uses.

Customer will not build any Customer Applications which utilize the Agora Services or enable End Users to utilize the Agora Services for:

(a)transmission of offensive, sexually explicit, illegal, dangerous, gratuitously violent, harassing, defamatory, or threatening content or activity which Agora, in its reasonable discretion, deems objectionable

(b)gambling, games of change, or illegal sweepstakes or contests

(c) promoting, encouraging or facilitating any illegal activity, violating the law or the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality) or

(d) imposing an unreasonable or disproportionately large load on the Agora Services or circumventing or attempting to circumvent any filtering, security measures or other features designed to protect the Agora Services. Customer will not build any Customer Applications for which use of the Agora Services is primarily directed to or for which a significant portion of the users will be children under 13 without Agora’s prior written consent.

3.3 End Users.

Customer will ensure that the End User’s use of the Customer Application comply with the terms of the Agreement and applicable law and will prohibit End Users from utilizing the Agora Services for any of the uses prohibited in Section 3.2 above. Customer will enter into a written agreement with each of its End Users that is consistent with and as protective of Agora’s proprietary rights as the terms and conditions of this Agreement. If Customer becomes aware that the Customer Application (including an End User’s use of the Customer Application or Customer Data transmitted) violates the terms of this Agreement, Customer will immediately suspend the Customer Application or remove the applicable Customer Data or suspend access to an End User (as may be applicable). If Customer fails to suspend or remove as noted in the prior sentence, Agora may suspend Customer’s use of the Agora Services in accordance with Section 7.2 below.

3.4 Content Notices.

Customer is responsible for processing and handling notices it receives from any third party claiming that Customer’s or its End User’s content in connection with the Agora Services violates such party’s rights including without limitation, notices pursuant to the Digital Millennium Copyright Act.

5.1 Intellectual Property Rights.

Except for the limited license rights expressly set forth herein, this Agreement does not grant either Party any rights, implied or otherwise, to the other party’s content, technology or intellectual property. As between the parties, Customer owns all intellectual property rights in the Customer Data and the Customer Application (other than any Agora Software embodied therein), and Agora owns all intellectual property rights in the Agora Services, the APIs and the Agora Software and all technology embodied therein.

5.2 Operational Metrics.

Agora monitors and collects Operational Metrics for its own business purposes, such as improving, testing, and maintaining the Software and developing additional products and services. Customer grants to Agora a non-exclusive, non-transferable, worldwide, royalty-free license to collect, analyze or use Operational Metrics relating to its delivery of the Agora Service derived from, or related to, the Customer Data, including the generation of reports for internal, external, and public use.

7.2 Suspension.

Agora may, in its reasonable discretion, suspend access to the Agora Services and Agora Software at any time if Agora believes that

(a) Customer is in breach of any obligations under this Agreement;

(b) Customer’s or its End User’s use of the Agora Service or Agora Software poses a security risk;

(c) Customer’s or its End User’s use of the Agora Services, violates, misappropriates, or infringes the rights of Agora or a third party; or

(d) Customer’s or its End User’s use of the Agora Services or Agora Software renders the Agora Service unavailable, for instance, through a distributed denial of service (DDoS) attack. If feasible, Agora will reasonably inform Customer about the reasons for any such suspension in advance, but has no obligation to provide prior notice to the extent an issue is causing immediate, material and ongoing harm to the Agora Services or other Agora customers. If Agora notifies Customer that a particular End User is causing any of the above issues, and Customer fails to comply with Agora’s request to address the problem, then Agora may suspend Customer’s Account and API key, disable the Customer Application’s access to the Agora Services, and/or disable the offending End User’s access to the Agora Services (as may be applicable) until such violation is corrected. In addition, Agora reserves the right suspend or terminate Customer’s access to the Agora Software if an authorized reseller of Agora fails to pay Agora the fees due and payable by the authorized reseller for any Agora Software licenses or services purchased under the applicable Commercial Schedule and does not make such payment within thirty (30) days following Agora’s notice to such authorized reseller for failure to pay.

9.2 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGORA AND ITS AFFILIATES AND SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING ACCURACY, OPERABILITY, USE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AGORA AND ITS AFFILIATES AND SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE AGORA SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS CUSTOMER APPLICATION AND CUSTOMER DATA. NEITHER AGORA NOR ITS AFFILIATES OR SUPPLIERS WARRANT THAT THE OPERATION OF THE AGORA SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

9.3 No Additional Warranties.

Customer shall not make any representations or warranties, whether written or oral, to third parties, including without limitation, End Users of the Customer Applications, on behalf of Agora or any Agora supplier or affiliate. Customer acknowledges and agrees that the Agora Services are not designed, manufactured for: (i) high risk activities such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Agora Services could lead to death, personal injury, or environmental damage or (ii) processing sensitive, personally identifiable information that is subject to specific regulations or laws that impose increased protections and/or obligations with respect to handling that type of information (e.g. HIPAA).

10. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO AGORA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FOREGOING, THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING FROM A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR UNAUTHORIZED USE OF THE OTHER PARTY’S INTELLECTUAL PROPERTY.

11.1 By Agora.

Agora will defend and/or settle any third party claim brought against Customer alleging that the Agora Services, as delivered to Customer, and excluding any third party software or open source software therein, infringes the IP Rights of a third party (a “Customer Claim”), and to pay any amounts finally awarded or agreed to (and reasonably approved by Agora) in settlement of such Customer Claim, provided that Agora’s liability under this paragraph shall not exceed the amount that would have been awarded had the Customer Claim been brought directly against Agora for the sale of the applicable Agora Services to Customer. Notwithstanding the foregoing, Agora shall have no obligation to Customer with respect to any Customer Claim arising out of or related to any (a) modification of the Agora Services or SDK other than by Agora, (b) combination of the Agora Services or Agora Software with any materials not provided by Agora, (c) compliance with Customer’s specifications or requirements, or any modification or customization of the Agora Services or the Agora Software made for or on behalf of Customer, (d) use or exploitation of the Agora Services or Agora Software other than as set forth in the Agreement or applicable Documentation, (e) failure to implement any update, modification, or replacement to the Agora Services or Agora Software provided by Agora, or (f) infringement of any claim of any patent necessarily infringed by the implementation of any industry standard practiced by the Agora Services or Agora Software. If Agora reasonably believes the Agora Services infringe a third party’s IP Rights, then Agora may, at its sole option and expense, do any of the following: (i) obtain the right for Customer to continue using the Agora Services; (ii) provide a non-infringing functionally equivalent replacement; (iii) modify the Agora Services so that they no longer infringe; or (iv) if Agora does not believe the foregoing options are commercially reasonable, then Agora may suspend or terminate Customer’s use of the impacted Agora Servicesand refund the unused portion of any prepaid fees that were paid for the Agora Service for the remainder of the then-current Commercial Schedule term. This section describes Agora’s entire responsibility and Customer’s sole remedy for any infringement claim or action relating to the Agora Services or Agora Software or otherwise arising under this Agreement.

11.2 By Customer.

Customer will indemnify, defend, and hold harmless Agora, its affiliates and suppliers and their officers, directors, employees, and agents from and against any and all third party claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or related to (i) any allegation that the Customer Application infringes the IP Right of a third party; (ii) Customer’s breach of this Agreement (directly or indirectly by Customer’s End User); or (iii) a claim relating to the Agora Services that would have been excluded in clauses (a) through (e) of Section 11.1 above if brought against Customer.

11.3 Process.

These indemnity obligations are conditioned on the indemnified party promptly notifying the indemnifying party in writing of the claim (a delay in providing notice does not excuse these indemnity obligations unless the indemnifying party is prejudiced by such delay), the indemnified party giving the indemnifying party sole control of the defense of the claim (and in any related settlement negotiations), and the indemnified party cooperating and, at the indemnifying party’s request and expense, assisting in such defense. The indemnified party may participate in the defense of the claim using its own counsel (at its own expense). The indemnifying party may not settle the claim without the indemnified party’s consent if such settlement imposes a payment or other obligation on the indemnified party.

12.2 Export.

Customer will not (whether directly or indirectly) export or re-export the SDK to or use the Customer Application to access the Agora Services from: (a) any countries that are subject to US export restrictions (such as, by way DocuSign Envelope ID: 0864C1B7-0415-44FA-9869-618CADECBBFA

19of example and not limitation, Cuba, Iran, North Korea, Sudan, and Syria); or (b) any third party who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government (such as someone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List).

12.6 Government End-Users.

The SDK and any associated Documentation are “Commercial Items,” as such term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only (a) as Commercial Items, and (b) with those rights that are granted to all other end users under the Agreement.