

General Terms and Conditions

Robin Data GmbH

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Commercial Register 26213 at Stendal Local Court

Represented by the Managing Director: Prof. Dr. Andre Döring

Company headquarters: Fritz-Haber-Str. 9, 06217 Merseburg, Germany

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1 Scope

- 1.1 The contractual partner is Robin Data GmbH ("Robin Data" or "we" or "us"), represented by the managing director Prof. Dr. Andre Döring. Customer ("customer" or "you" or "you") is any natural or legal person who is not a consumer within the meaning of § 13 BGB (Bürgerliches Gesetzbuch / German Civil Code). In particular, our services are aimed at natural or legal persons who, in accordance with Art. 2 and Art. 3 of the General Data Protection Regulation (GDPR), must implement the statutory data protection requirements or wish to obtain information or further training on this subject.
- 1.2 All contract-relevant information is available digitally on our website <https://www.robin-data.io> ("Website", including all subpages or subdomains), can be requested by e-mail to sales@robin-data.io or is available in excerpts as a printout (e.g. sales brochure).
- 1.3 These General Terms and Conditions shall also apply to subsequent transactions, even if they are not referred to again upon conclusion. Express other agreements on the subject matter of the contract shall take precedence over these General Terms and Conditions.

- 1.4 Robin Data is entitled to subsequently adjust and supplement the General Terms and Conditions in relation to existing business relationships, insofar as changes in legislation or jurisdiction require it or other circumstances result in the contractual equivalence relationship not only being disturbed insignificantly. A subsequent amendment of the terms and conditions shall become effective if you do not object to the amendment within one month of notification. If you object to the notification of change, Robin Data has an extraordinary right of termination with a notice period of one month.

2 Contractual object

- 2.1 The subject matter of the contract results from the General Terms and Conditions, as well as from our most current service descriptions and regulations made in price lists.
- 2.2 Deviating regulations, for example individual offers, require the written form. These then contain a service description and prices per service item.
- 2.3 If we are to assume a guarantee within the framework of a contract, this must be in writing and confirmed by us in writing in order to be effective.
- 2.4 General Terms and Conditions of the customer, e.g. as annex to enquiries, orders, order confirmations, etc., shall only be accepted by Robin Data if they have been explicitly confirmed by us in writing.

3 Services from Robin Data

Robin Data offers services in the areas of data protection and organizational as well as technological information and data security. In these areas, we provide software, consulting, auditing, training, brokerage services, as well as expert opinions and other services. Our services differ in two services classes:

- 3.1.1 Services that are only available online on our servers as Software-as-a-Service ("SaaS Services"), such as our software for implementing data protection ("Robin Data Software") and our online forum for communication on data protection and data security ("Robin Data Community").
- 3.1.2 Offer-based services ("Offer Services"), such as the appointment of a data protection officer, on-premises provision of Robin Data Software, consulting and training services or individually offered consulting services.
- 3.2 The use of our Robin Data Community is free of charge. Robin Data is not responsible for the continued availability of the Community. The customer is not entitled to use the Community. Every user is advised against making business-critical processes dependent on the use of the community.

- 3.3 Robin Data is entitled to subcontract services in whole or in part to qualified subcontractors ("Partners"). This may be the case if a partner can provide the requested service better than we can (e.g. due to technical or industry-specific expertise or geographical proximity) or if we do not have the capacity to provide the service ourselves.

For this purpose, Robin Data has a network of qualified partners ("Partner Network") at its disposal, who provide these services on behalf of Robin Data. Robin Data conducts customer surveys on the services provided by its partners for quality assurance purposes. Services of subcontractors in the area of data protection consulting and appointment of data protection officers are always performed on the basis of Robin Data Software. Robin Data is liable for subcontractors as for its own actions.

- 3.4 Robin Data does not provide any legal advice as a personal service. However, Robin Data allows customers to commission legal opinions from partners through Robin Data within the framework of a contract with a lawyer proposed by Robin Data, which are prepared by authorised third parties and forwarded by Robin Data to the customer. Robin Data does not act as a contractual partner of the legal opinion and does not provide any other services from the scope of application of the German Rechtsdienstleistungsgesetz (RDG).
- 3.5 Our services take into account the current state of the art and the currently applicable legal principles. Relevant court rulings are taken into account to the extent that they can serve as a guideline for the provision of services until they are implemented in a relevant law, depending on their relevance, knowledge and the case in question.
- 3.6 We conduct customer satisfaction surveys to ensure the quality of our partners' services.

4 Brokering of services to our qualified partners

- 4.1 Robin Data is entitled to broker services in whole or in part to qualified partners ("brokerage services"). This may be the case if a partner can provide the requested service better than we can (e.g. due to technical or industry-specific expertise or geographical proximity) or if we do not have the capacity to provide the service ourselves. Our brokerage services enable our customers to order demand-oriented services without having to spend their own search time, if necessary, on the basis of several comparable offers. Brokered services to our partners in the area of data protection consulting and appointment of a data protection officer are always carried out on the basis of Robin Data Software.

- 4.2 If the customer authorizes the placement, Robin Data will put the request out to tender according to the requirements within the partner network. The customer will then usually receive one or more partner offers from Robin Data within 5 working days. For stand services (e.g. the appointment of a data protection officer Basic, Professional M and Professional L), the customer usually receives an offer based on this standard price. In the case of complex services (e.g. performance of a penetration test), the customer usually receives one or more offers.
- 4.3 The customer must release Robin Data's mediation request in writing ("mediation release"). If no placement release is given within 10 working days, Robin Data will reject the request.
- 4.4 If the customer approves the mediation, Robin Data will mediate the request to qualified partners. The customer then usually receives an offer from our partners within 5 working days. Services that are standardized in our service catalog by the scope of services and the price (e.g. the appointment of a data protection officer Basic, Professional M and Professional L), are usually also offered by the partners on the same terms. On the basis of the available offers, the customer decides at his own discretion which partner he chooses.
- 4.5 The customer decides on the acceptance of the offer and commissions the provider directly.
- 4.6 Robin Data is entitled to check the quality of the partner's performance with its customers by means of a customer satisfaction survey.

5 Prerequisites for the use of SaaS services

- 5.1 To order and use our SaaS services, customers must have a computer (e.g. desktop computer, laptop, notebook or tablet) that has a sufficiently fast Internet connection (e.g. a DSL connection).
- 5.2 In principle, it is possible to use our SaaS services via smartphones. However, there are technical limitations in usability, as our offerings are not optimized for the use of smartphones due to the complex but necessary data collection.

6 Conclusion of a contract

- 6.1 The customer can register for the Robin Data Software for a free trial period via our website. The test phase lasts as long as specified during registration, usually seven days. At the end of the test phase at the latest, you will receive a request to initiate the ordering process (e.g. by e-mail or within the Robin Data Software) to choose one of the contract packages as part of the SaaS service.

- 6.2 To conclude a contract for a paid SaaS service, the customer selects one of the displayed SaaS service packages (e.g. Robin Data Software "Basic", 12 months term) on our website or within the protected area of our SaaS software offers (e.g. Robin Data Software). After selecting this package, the customer is requested to enter the company and payment data required for the conclusion of the contract in a web form. By the confirmation of the terms and conditions and the data protection explanation and the following press on the button "buy now" the contract of the customer with us to the selected conditions comes into existing. The customer receives a written confirmation of the conclusion of the contract by e-mail and can view his contract and invoice information within the respective SaaS solution.
- 6.3 In the case of an Offer Service, the offer made by Robin Data merely represents an invitation to submit an offer and does not constitute a legally binding offer of its own. If the customer confirms to us in writing on the basis of the present offer that he wishes to initiate an order at the offer conditions ("order placement"), this shall constitute the customer's offer. Upon receipt of the order by us, the contract between the customer and Robin Data shall come into existence as soon as Robin Data confirms the order to the customer in writing under the agreed conditions ("order confirmation").
- 6.4 If no complete agreement has yet been reached on parts of the order, the customer may request Robin Data to start with already negotiated parts of the services even before the order confirmation. In this case, Robin Data shall be entitled to the remuneration already negotiated for the services at the time of the request.
- 6.5 All Robin Data offers are valid for 30 calendar days. Any expressly deviating provisions shall only apply if they are noted in the offer.
- 6.6 Performance dates and periods defined in contracts shall only be binding if Robin Data has confirmed them in writing.

7 Tasks and duties of the customer

- 7.1 In the case of SaaS services, the following tasks and obligations apply to the customer:
 - 7.1.1 When registering for our SaaS services (such as the Robin Data Software or the Robin Data Community), customers must expressly accept the applicable Terms and Conditions and the applicable Privacy Policy.
 - 7.1.2 When the contract is concluded, this confirmation must be carried out again in accordance with the then valid general terms and conditions and data protection conditions.
 - 7.1.3 When using the Robin Data Software, the customer receives a data protection management system preconfigured in parts and on the basis of templates based on industry characteristics and other attributes. This pre-configured system is generated on the basis of defined algorithms to the best of our knowledge and belief and accuracy is constantly improved. Please note that legal advice or auditing is not part of our Robin Data software. The customer must check all the templates provided by the

Robin Data Software himself or have them checked by an expert, frequently adapt them to a few places (e.g. supplementing information on the organisation) and release them.

The documents and reports generated on the basis of these templates will not be checked for completeness and correctness without explicit assignment, which can be booked at a charge. The resulting success, e.g. in the sense of legal security, is expressly not owed and cannot be guaranteed, since the customer is responsible for the documents produced within the meaning of the data protection laws pursuant to Art. 4 Para. 7 GDPR.

- 7.2 In the case of Offered Services, the following tasks and obligations apply to the customer:
- 7.2.1 The customer supports the implementation of the project through close cooperation and the timely provision of all documents and data required for the implementation of the project.
 - 7.2.2 The customer provides a qualified member of staff (e.g. project manager, data protection coordinator) during the entire performance period.
 - 7.2.3 If Robin Data employees or partners are required to perform services on site at the customer's premises, the customer shall provide them with adequate work space and the necessary equipment to fulfil the order.
 - 7.2.4 If the customer fails to perform his duties and obligations, any delays shall not be culpably attributable to Robin Data and any additional costs shall be borne by the customer.
 - 7.2.5 In the sense of the independent guarantee promise, the customer guarantees that he will not infringe any rights of third parties (e.g. copyright or trademark rights) in the provision of material for the performance of services by Robin Data. Robin Data and its vicarious agents shall be indemnified against all claims by third parties which arise culpably as a result of the customer's negligence.
- 7.3 The customer undertakes to document any defects in our SaaS or Offer Services as comprehensibly as possible, describing the defects, their effects or perceived defects, and to submit these records in writing to support@robin-data.io.

8 Right of use

- 8.1 For Robin Data Software, the right of use applies as long as the contract between the customer and Robin Data has existed. After expiration of the contract, the right of use also expires. The customer has the possibility to request a copy of his data in a digital format.

- 8.2 The customer can use the Robin Data Community as long as he keeps his account there or Robin Data stops this service. The right to a digital deduction of his non-personal data does not exist in either case.
- 8.3 Robin Data shall make available to the customer all documents created within the scope of the service provision after conclusion of the contract. If Robin Data Software is used to document data protection, the provisions of Section 8.1 also apply.
- 8.4 The rights of use granted shall apply until full payment of the agreed performance fee has been made between the customer and Robin Data.
- 8.5 Unless otherwise agreed in writing, Robin Data reserves the right to use results from our services or the services of our partners for internal purposes, research purposes, future customer projects or the further development of our services in anonymous form.

9 Remuneration, term and period of notice

- 9.1 All prices of Robin Data's services are net prices, plus any applicable taxes and levies.
- 9.2 Payment for SaaS services shall be made via the payment channels currently selected and available at the time the contract is concluded. For services offered, payment shall be made on the basis of the invoice.
- 9.3 Some services are offered as subscriptions ("subscription model"), the duration of which is defined on the basis of the periods month or year and billed over these periods. For services in the subscription model, the day of order confirmation is the first day of the billing period. The next payroll period always starts on the same day of the following period (for example, for monthly subscriptions: 01/04, 02/04, 03/04, and so on; for annual subscriptions: 03/05/2019, 03/05/2010, and so on). For start dates on calendar days 29, 30, and 31 of a month, the next periods are scheduled for calendar day 28.
- 9.4 Payment for services in the subscription model is always due at the start of the first day of a period for this period. If orders in the subscription model are cancelled within a period, there is no proportional reimbursement claim for the costs for the remaining duration of the period.
- 9.5 All other services shall be invoiced to the customer at the end of a month (e.g. by means of a service certificate or acceptance of work services by the customer) against proof of the services provided by Robin Data. This also includes travel costs and expenses defined in the quotation for the order in question. Deviating regulations must be defined in the order confirmation. The payment period here is usually 10 calendar days. The payment must be made to Robin Data's specified SEPA account by the deadline.
- 9.6 Contracts in the subscription model are usually automatically extended by a further period at the end of the contract as a new contract duration as follows:
 - Contract duration 24 months: extension for new contract duration 12 months
 - Contract duration 12 months: extension for new contract duration 12 months

- Contract duration 1 month: extension for new contract duration 1 month
- 9.7 Contracts may be terminated in accordance with the Order Conditions and these General Terms and Conditions. The following notice periods apply to contracts in the subscription model:
- Term of contract 24 months: period of notice 3 months before end of contract
 - Contract duration 12 months: period of notice 2 weeks before end of contract
 - Contract duration 1 month: can be terminated at any time
- 9.8 The customer shall be in default of payment if payment has not been received by us for accounting purposes within two weeks of receipt of the invoice. In the event of default in payment, interest shall be charged at a rate of 9 percentage points above the base rate of the European Central Bank.
- 9.9 Should the customer fall into arrears with his payments, we reserve the right to charge a reminder fee of 2.50 euros per reminder invoice issued. We are free to assign the payment and reminder claims to a professional payment service provider or debt collection provider, also by factoring, or to instruct them to collect the outstanding payments on our behalf, on our behalf or in their name. The assertion of further damages remains unaffected. You have the option of proving that no damage or less damage has been incurred by us.
- 9.10 The customer shall only be entitled to assert a right of retention for such counterclaims which are due and based on the same legal relationship as its obligation. Offsetting against claims is limited to recognised, undisputed or legally established claims.

10 Warranty

- 10.1 Robin Data shall perform the contractually agreed services with the greatest possible care. Should defects occur, the customer must notify them immediately in accordance with the provisions in Section 7.3
- 10.2 The templates and samples provided by Robin Data Software for your industry are based on templates reviewed by lawyers, our partners or other technical experts and are created by an intelligent algorithmic process in their mandates, after registration or on the basis of special functions to be started. Robin Data does not guarantee their completeness, correctness or fit to the individual situation of the customer.
- 10.3 Robin Data always performs services in the area of data protection inventory for the creation of the data protection management system with the greatest possible care and accuracy. However, Robin Data may not have all the relevant data and information at the time of the analysis in order to assess all implications comprehensively. Robin Data does not guarantee the completeness of the analysis performed.

- 10.4 In the case of reported and proven defects, Robin Data shall remedy the defects at its own discretion and within a reasonable period of time. We are entitled to at least two attempts. In the event of a final failure to remedy the defect, the customer may reduce the purchase price or withdraw from the contract.

11 Liability

- 11.1 Robin Data as well as our legal representatives and vicarious agents are only liable for intent. Only if essential contractual obligations (i.e. those obligations the observance of which is of particular importance for achieving the purpose of the contract) are affected shall liability also be assumed for gross or slight negligence. The liability is limited to the foreseeable, contract-typical damage.
- 11.2 The above exclusion of liability does not apply to liability for damages resulting from injury to life, limb or health. The provisions of the German Produkthaftungsgesetz (PodHaftG) shall also remain unaffected by this exclusion of liability.
- 11.3 If the customer or the third party breaches the obligations set out in Section 7 customer shall be liable to Robin Data for compensation for the resulting damage, including any necessary legal costs. Any copyright infringements committed by the third party shall be treated as if they had been committed by the customer himself.

12 References

- 12.1 Customers are asked to act as reference for Robin Data as part of the quality assurance process. If the client allows Robin Data to be cited as a reference, we can control the display of the company logo, company name, contact person and general description of the services provided as a reference on our websites and blogs, in brochures, in the sales process and in social media channels and all other channels that Robin Data controls. Furthermore, we can use references in third-party channels, such as press releases, at trade fairs or in print advertisements. The presentation of a testimonial (customer voice) and the publication of a detailed customer success story require a separate agreement and separate release by the customer.
- 12.2 The above provision shall apply until 5 years after the end of the contract.

13 Final provisions and severability clause

- 13.1 Our place of business shall be agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract if you are a merchant, a legal entity under public law or a special fund under public law or if you do not have a place of jurisdiction in the Federal Republic of Germany.
- 13.2 As far as there are no compelling legal regulations according to your home right, German law is considered as agreed under exclusion of the UN purchase right.

13.3 The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.

Terms and Conditions are valid from: 15.08.2019