



ANNEX 3 – USER TERMS

Effective day 8 March 2019

VAT4U GmbH ("VAT4U" or "us" or "we") welcome you to our enterprise software-as-a-service platform designed to assist business users to reclaim value added tax on their business expenses. It contains of two elements: (a) hosted online and mobile version of the VAT4U software and its related functionalities supporting the VAT Recovery process of companies ("VAT4U Platform") and (b) optional additional support elements to assist its customers with the processing of VAT Claims ("Additional Support"). VAT4U Platform and Additional Support are together referred to as the "Services".

By clicking "I Agree," indicating acceptance electronically, or by, installing, accessing or using the VAT4U Platform, you agree to the terms which govern the access to the VAT4U Platform as a user ("User Terms"). The User Terms are complemented by the General Terms of Use and our Privacy Policy. If you do not agree to the User Terms, then you shall not use the VAT4U Platform. VAT4U provides the paying Services on the VAT4U Platform only to companies subject to a separate Company Agreement between us and the legal entity using the VAT4U Platform.

1. ACCOUNT CREATION

1.1 The User Account can either be created when setting up a new Customer Agreement for a Claimant Company or through the invitation of an Administrator of a Claimant Company. You agree to provide true, accurate, and complete information on your User Account and all registration and other forms you access on the VAT4U Platform and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity, your contact details, your business information and to correct any such information that is or becomes false or misleading. You authorize VAT4U, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business.

1.2 When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize VAT4U to assume that any person using the Platform with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Platform if (i) you are not authorized to use either or (ii) the use would violate the General Terms of Use. You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact VAT4U if you become aware

VAT4U GmbH

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Düsseldorf | Amsterdam | Atlanta | Barcelona | Brno | Milano | Mumbai | London | Paris | Rome | Tokio | Valetta | Vilnius



of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

2. USER ROLES

2.1 There are four different types of User Accounts available on the VAT4U Platform: "**Administrator**", "**Tax Manager**", "**Data Entry**" and "**View Only**". Each User Account type is connected with a different User Role on the VAT4U Platform.

- "**View Only**": User can read only data. User cannot create, modify or delete any data.
- "**Data Entry**": User can create, read, modify or delete only his/her data. Data of other Users cannot be read, modified or deleted.
- "**Tax Manager**": User can create, read, modify or delete data including Data of other Users. User can create, read, modify, manage VAT Claims in the VAT4U Platform.
- "**Administrator**": User Role includes rights of Tax Manager. In addition, Administrator can create, modify and delete data regarding the Claimant Company and create, modify and delete user data in Accounts for which the User is set with Administrator rights. The Administrator can invite new users and determine the corresponding User Profile. If a User creates a new Claimant Company on the VAT4U Platform, the User is automatically assigned as Administrator of the new company.

2.2 You acknowledge that by granting access to a users under the role Administrator or Tax Manager for a Claimant Company, you authorize this User to take actions on your behalf on the Platform linked to the related Claimant. These actions can be: adding or revoking users access rights (for administrator role only), creating and submitting VAT claims, adding, editing or deleting expenses registered on VAT4U.

3. USE WITH YOUR MOBILE DEVICE

3.1 Use of the VAT4U Platform or certain portions of the VAT4U Platform may be available through a compatible mobile device, internet access and may require an authorized app and may not be available for all mobile devices or telecommunication providers. You will need to check the Platform to ensure your mobile device and telecommunications provider is compatible with VAT4U. We are not obligated to provide a compatible version of the Platform for all mobile devices or telecommunication providers, which are subject to change by VAT4U at any time with reasonable notice to you. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

3.2 You also agree with this Agreement if you use the Platform or certain portions of the Platform through a smartphone application provided by VAT4U, for example VAT4U Travel.



3.3 VAT4U MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

3.3.1 THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;

3.3.2 ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND

3.3.3 ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

4. YOUR PERSONAL INFORMATION

You agree to the applicable VAT4U Privacy Policy and any changes published by VAT4U. You agree that VAT4U may use and maintain your data according to the VAT4U Privacy Policy, as part of the Agreement.

5. YOUR OBLIGATIONS

5.1 You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Platform if (i) you are not authorized to use either or (ii) the use would violate the General Terms of Use.

5.2 The VAT4U Platform may periodically be updated with tools, utilities, improvements, third party applications, or general updates. You agree to receive these updates.

5.3 By uploading User Content to the VAT4U Platform on the behalf of a legal entity, you guarantee that you are authorized by this legal entity to share the User Content with VAT4U.

5.4 You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer or files relevant for the VAT4U Platform (e.g. expense receipts and invoices). You are responsible for any loss or unrecoverable User Content. You must provide all required and appropriate warnings, information and disclosures. VAT4U is not responsible for any of your Content that you submit through the VAT4U Platform.



6. ADDITIONAL THIRD PARTY SOFTWARE LICENSING TERMS

The VAT4U Platform and corresponding mobile app may contain third party software components which are governed by and subject to commercial terms and licenses as provided below. You must comply with any such commercial terms and licenses regarding these separate third party software components. VAT4U makes no warranty concerning these third-party software components.

7. DISCLAIMER OF WARRANTIES

7.1 YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VAT4U, ITS AFFILIATES, FRANCHISEES AND ITS AND THEIR THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, “SUPPLIERS”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. VAT4U, ITS AFFILIATES AND FRANCHISEES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF ACCOUNT CREATION.

7.2 VAT4U, ITS AFFILIATES AND FRANCHISEES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

8. LIMITATION OF LIABILITY AND INDEMNITY

VAT4U shall be liable under the User Terms only in accordance with the provisions set out under 8.1.1 to 8.1.5:

8.1.1 We shall be unrestricted liable for losses caused intentionally or with gross negligence by us, our legal representatives or senior executives and for losses caused intentionally by other assistants in performance; in respect of gross negligence of other assistants in performance VAT4U’s liability shall be as set forth in the provisions for simple negligence in 8.1.5 below.

8.1.2 We shall be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence of us, our legal representatives or assistants in performance.



8.1.3 We shall be liable for losses arising from the lack of any warranted characteristics up to the amount which is covered by the purpose of the warranty and which was foreseeable for VAT4U at the time the warranty was given.

8.1.4 We shall be liable in accordance with the German Product Liability Act in the event of product liability.

8.1.5 We shall be liable for losses caused by the breach of its primary obligations by us, our legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which you may rely. If we breach our primary obligations through simple negligence, then our ensuing liability shall be limited to the amount which was foreseeable by us at the time the respective service was performed.

8.2 We shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken. Any more extensive liability is excluded on the merits.

8.3 We will not be liable to you for any delay or failure to perform any obligation we have under these Terms if the delay or failure is due to events which are beyond our reasonable control, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

9. CHANGES

We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Platform or on our website or when we notify you by other means. We may also change or discontinue the access to the Platform or other services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Platform indicates your agreement to the modifications.

10. TERMINATION

VAT4U may, in its sole discretion and without notice, restrict, deny or close your User Account, effective immediately, if we determine that your use of the VAT4U Platform violates the User Terms, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the VAT4U Platform and comply with applicable VAT4U policy, if you no longer agree to receive electronic communications, or if your use of the VAT4U Platform conflicts with VAT4U's interests or those of another user of the VAT4U Platform.



11. GOVERNING LAW

Jurisdiction for all disputes arising from this contract is Düsseldorf, Germany. The laws of the Federal Republic of Germany apply, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Agreement – CISG).

12. MISCELLANEOUS MATTERS

12.1 The User Terms, including the General Terms of Use and the Privacy Policy, are the entire agreement between you and VAT4U regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter.

12.2 Any modification, amendment or concretization of the User Terms must be made in writing. This also applies to any amendment of this written form clause. If any court of law, having the jurisdiction, rules that any part of the User Terms are invalid, that section will be removed without affecting the remainder of the User Terms. The remaining terms will be valid and enforceable.

12.3 VAT4U may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by VAT4U or (c) a successor by merger.