

TERMS OF USE

for the use of flipflapp within an organization (hereinafter referred to as "**Business Version**")

1. SCOPE

- 1.1. The ycy GmbH, Krottenseestrasse 47, 4810 Gmunden, FN 552996 f (hereinafter: "**ycy**") has developed the cloud-based platform "**flipflapp**", which is available as a mobile app with backend functions in an internet browser for organizations. flipflapp is an interactive information, reporting and communication tool, for individuals and organizations.
- 1.2. ycy concludes a license agreement with licensees, private persons or organizations (typically employers, associations, foundations, etc.), regarding the use of flipflapp by persons authorized by the licensee (typically, employees, members, etc. of the licensee). In these Terms of Use, the term "**Licensee**" means any person or organization that has entered into a license agreement with ycy with respect to the use of flipflapp.
- 1.3. In these terms of use, the term "**user**" means any person created by a licensee in the flipflapp system administration.
- 1.4. These terms of use apply exclusively to the use of flipflapp by users.
- 1.5. For better readability, these Terms of Use do not differentiate between the genders (e.g. user). The abbreviated form of language has exclusively editorial reasons, serves the purpose of better readability and comprehensibility and does not imply any valuation.
- 1.6. The contractual, ordering and business language is German.

2. GENERAL PROVISIONS

- 2.1. ycy provides the user flipflapp for the services described in point 1.1 ycy is the owner of all rights to flipflapp.
- 2.2. ycy grants the user the non-exclusive and non-transferable right, revocable at any time, to use flipflapp for the services described in item 1.1 mentioned in point 1.1. The user is - unless separately agreed - not entitled to transfer the right to use flipflapp to third parties and shall refrain from any use of flipflapp detrimental to ycy.
- 2.3. The user acknowledges that flipflapp is a copyrighted work. All distributions, modifications or amendments of flipflapp as well as the transfer to third parties are prohibited, unless separately agreed upon in writing with ycy. The user acknowledges that he/she in no way acquires any rights or intellectual property to the copyrighted works such as flipflapp and content shared on flipflapp from ycy and/or third parties.
- 2.4. Unless a separate agreement is made, no further rights to flipflapp are transferred to the user. In particular, the user does not acquire any rights whatsoever in flipflapp, especially no copyrights, trademark rights, patent rights or other intellectual property rights.

- 2.5. The user is not allowed under any circumstances to reproduce, duplicate, copy, rent or sell flipflapp or parts of it, to copy the source and object code of flipflapp or parts of it, to change it, to create works based on it, to reverse engineer it, to reverse assemble it or to extract it in any other way. This also applies after termination of the contractual relationship.
- 2.6. The use of flipflapp is free of charge for the user. ycy reserves the right to offer paid features of flipflapp in the future. Agreements about chargeable features of the software will be made separately between ycy and the licensee or the user.
- 2.7. The licensee may agree with ycy that the possibility of using flipflapp by the respective users is limited to certain spatial areas ("geofencing"). In this case, the use of flipflapp outside the areas defined by the licensee is not possible.

3. REGISTRATION AND PROFILE CREATION

- 3.1. In order to use flippflapp, registration is required. The registration process is as follows: The user is provided with a link where he can download flippflapp. After the user has downloaded and opened flippflapp, he or she can register using the access code provided by his or her employer, his or her e-mail address, and a password of his or her own choosing.
- 3.2. After the user has taken note of the privacy policy and accepted these terms of use, the user is requested to enable the location detection and so-called push messages on his end device for flippflapp. This is necessary to be able to use flippflapp to its full extent.
- 3.3. After completing the registration process, the user enters the closed (= company-owned) area of his employer and is activated as a user there. Subsequently, the user can voluntarily add and share further information on his profile, such as a profile picture.

4. RULES OF CONDUCT

- 4.1. The user agrees not to upload any content on flipflapp that violates legal regulations or internal organizational guidelines or is otherwise offensive. Any kind of content that includes, advocates or otherwise promotes bullying, violence, personal injury accidents, misleading, discrimination, racism, sexism or any other violation of morality is strictly prohibited.
- 4.2. The user acknowledges that all content that the user uploads to flipflapp in the business version may have to be approved by a group administrator before this content is displayed to other users in flipflapp. The responsible group administrator has to refuse the release of content if it violates the rules of conduct. If the group administrator rejects the publication of content, he will inform the user by short message, stating the relevant reasons for the rejection.
- 4.3. The user acknowledges that content rejected by the group administrator in the business version will remain stored for documentation purposes and will continue to be accessible to the group administrator and in particular also to the licensee.

5. WORK USE PERMIT

- 5.1. As soon as the user uploads content that is protected by intellectual property rights - for example photos and/or videos - or posts them in his user profile, the user

grants ycy an unlimited, non-exclusive, free of charge, transferable, sublicensable and worldwide license to reproduce, modify, distribute, modify, reproduce, transmit, distribute, perform, copy, publicly perform and create derivative works from such content. The user further grants ycy the right to use such content for the purpose of providing, promoting and improving flipflapp. Any distribution or use of this content by ycy or by third parties for advertising purposes requires the express consent of the user.

6. TOKENSYSTEM

- 6.1. The user has the possibility to purchase tokens (including reward tokens and donation tokens) via flipflapp, which can be used as a means of payment within flipflapp. The tokens have a set value and can be transferred to other users via flipflapp. Users can also exchange tokens for money again via flipflapp.
- 6.2. Further information on the token system is available at [___].

7. AVAILABILITY, MAINTENANCE AND UPDATING

- 7.1. ycy endeavors to provide flipflapp without interruptions as far as possible and takes precautions to ensure the continuity and regularity of the services handled via flipflapp. The user acknowledges that there may be temporary interruptions in the availability of flipflapp due to technical incidents or necessary maintenance. The user has no legal claim against ycy for uninterrupted availability of flipflapp and cannot assert any claims against ycy due to interruptions of the availability of flipflapp.
- 7.2. ycy reserves the right to update flipflapp on a regular basis. These updates serve the optimization, extension and further development of flipflapp and may take the form of bug fixes, extended functions, new software modules or completely new versions.
- 7.3. The User acknowledges that the provision of individual or several functions of flipflapp may be discontinued or suspended (permanently or temporarily) as part of or as a consequence of the regular updates of flipflapp.

8. LIABILITY

- 8.1. ycy is liable - to the extent permitted by law - to users only for property damage and financial loss caused intentionally or by gross negligence. A liability of ycy for slight negligence is excluded, as far as this is legally permissible.
- 8.2. ycy can neither check the quality nor the topicality or correctness of data, which the user enters or imports into flipflapp or generates in the context of the use of flipflapp. ycy is therefore neither liable for the quality, topicality or correctness of such data nor for the presentation of such data and information on flipflapp. Furthermore, ycy is not liable for the lawfulness of data processing by the user (especially according to the DSGVO). Each user is responsible for data processing in compliance with the law.
- 8.3. The liability of ycy for property damage and financial loss resulting from errors in the electronic transmission of data and files (e.g. loss, falsification, etc.) is expressly excluded.
- 8.4. The limitations of liability of this item 8 shall not apply in the event of injury to life, limb or health (and insofar as the Product Liability Act applies).

9. DELIVERY AND ELECTRONIC CORRESPONDENCE

- 9.1. The e-mail address last provided by the Licensee to ycy shall be deemed to be the User's delivery address.
- 9.2. Communication between ycy and the user can take place via flipflapp as well as via other common means of communication (telephone, e-mail, etc.).
- 9.3. By registering for flipflapp, the user agrees to electronic communication with ycy.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. Data protection and information security are of great importance to ycy. ycy complies with all data protection regulations when handling personal data (in particular the: EU General Data Protection Regulation [DSGVO] and the Data Protection Act [DSG]). In this context, all technical and organizational measures required in the area of responsibility of ycy are taken. For more detailed explanations regarding data protection, we refer to our data protection declaration at: [LINK]

11. MODIFICATION OF THE TERMS OF USE

- 11.1. If a legal relationship of indefinite duration exists between ycy and the user, ycy is entitled to amend these Terms of Use in accordance with this provision.
- 11.2. Changes to these terms of use that neither increase existing fees nor introduce new fees will be notified to the user by ycy in accordance with this paragraph. The amended terms and conditions shall become effective if the user does not object in writing within four weeks from notification. The notification of the user of the amendment of these terms of use may be made by any means of communication agreed upon between ycy and the user. ycy will inform the user together with the notification that his silence after the expiration of four weeks shall be deemed as consent to the amendment. The user is entitled to withdraw from these terms of use without notice with immediate effect before such changes come into effect.

12. CANCELLATION

- 12.1. YCY and the user are entitled to terminate these terms of use at the end of each calendar month with a notice period of four weeks.
- 12.2. The right of YCY and the user to extraordinary termination for cause remains unaffected.
- 12.3. ycy reserves the right to delete the user's account after 7 years of inactivity.

13. FINAL PROVISIONS

- 13.1. ycy is entitled to transfer the rights and obligations arising from these Terms of Use to third parties at any time and without the user's consent. ycy will notify the user if this should be the case. The user is not entitled to transfer his rights and obligations from these terms of use to third parties.
- 13.2. These Terms of Use are governed by Austrian law to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (UN Sales Convention). This choice of law does not affect the mandatory provisions of the law of the place of habitual residence of the consumer.

- 13.3. For any disputes arising from or in connection with these Terms of Use, the exclusive jurisdiction of the court responsible for Vienna - Innere Stadt in commercial matters is agreed. For contracts with consumers within the meaning of the Consumer Protection Act from a Member State of the EU, the consumer has the choice between the court of his residence and the court of jurisdiction at the registered office of the company.
- 13.4. Should one or more of the provisions of these Terms of Use be invalid or unenforceable in whole or in part, or should a gap arise that requires supplementation, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed to be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

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