

General Terms and Conditions for the AccessPoint AI service

The AccessPoint AI service is operated by Schreiber & Witt GbR. The services of the Software-as-a-Service (SaaS) solution provided as part of this service, in particular the use of the AI assistant AIMEE, are provided exclusively on the basis of these terms and conditions. These terms and conditions apply to all versions and implementations of the AccessPoint AI service, regardless of the platform or version on which it is offered, as well as to all associated services and activities, including but not limited to integration into customer systems and websites.

These Terms and Conditions apply to all AccessPoint AI services, both in standard configurations and with extended, customized or premium features. Premium functions are all additional, special services and individualized adaptations that are offered as part of AccessPoint AI.

In the following, Schreiber & Witt GbR is referred to as the operator.

1 Scope of application

- (1) The validity of any terms and conditions of the users of the AccessPoint AI service (hereinafter referred to as "Users") is hereby expressly rejected, unless otherwise agreed in writing. The AccessPoint AI web application is accessible at www.accesspoint-ai.com or platform.accesspoint-ai.com and user-specific subdomains of accesspoint-ai.com.
- (2) Users within the meaning of these General Terms and Conditions are exclusively entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the legal transaction.
- (3) The provider grants the user the non-exclusive right to create and configure web applications in the form of paid projects for the duration of the agreed term. Configured projects (end applications) can be used via a link. Via an end application, an end user can communicate with avatars based on artificial intelligence using natural language.
- (4) End users are persons to whom a user grants access to an end application via a website, an intranet or similar means of telecommunication.

- (5) In addition to these Terms and Conditions, the Operator's Privacy Policy applies, which is available separately on the Operator's website and linked via the AccessPoint AI service. Any specific terms of use, which are listed separately and can be viewed or linked to, including but not limited to all domains and platforms on which the AccessPoint AI service and the associated services are offered, also apply.
- (6) These terms and conditions apply to all use of the AccessPoint AI service, regardless of whether the use is made with or without the purchase of extended functions or services.
- (7) These terms and conditions can be viewed at any time, are stored by Schreiber & Witt GbR and can be printed out if technically possible. In the event of contradictions between these terms and conditions and any specific terms of use, these terms and conditions shall take precedence.
- (8) Individual contractual agreements shall take precedence over these GTC. Deviating, conflicting or supplementary GTC shall not become part of the contract unless their validity is expressly agreed.
- (9) These GTC apply exclusively to the contractual relationship between the operator's customer and the operator itself. They do not apply to end users or customers of customers who use AIMEE on the customer's websites or portals.

2 Amendment of the terms and conditions; transfer of rights and claims

- (1) The operator reserves the right to amend or supplement these terms and conditions with effect for the future if this appears necessary for valid reasons, for example due to changes in the legal framework, technological developments or changes in the functional scope of the service. Changes that would significantly disrupt the contractual balance between the operator and the user will not be made.
- (2) In the event of significant changes to the Terms and Conditions, the Operator shall inform the User thereof in an appropriate manner. Continued use of the AccessPoint AI service after the amended Terms and Conditions have come into force shall be deemed to constitute consent to these amendments unless the User objects in writing or in text form within a period of two weeks after notification of the amendments.
- (3) It is expressly pointed out that such changes do not alter any existing contractual relationships or payment obligations of users. Existing subscriptions or contracts will be continued at the originally agreed conditions until their respective expiry. However, the operator is entitled to

demand adjustments to the remuneration for future use of the service after the expiry of a subscription or contract.

- (4) The operator is also entitled to transfer contractual relationships, rights and obligations arising from the use of the service to another natural or legal person, provided this does not contradict statutory provisions. This transfer shall take place in compliance with the applicable data protection laws. The user has the right to object to such a transfer of contractual relationships by sending the objection to the operator in writing or in text form. If the user objects, the operator is entitled to terminate the contractual relationship and delete all data associated with the user account, insofar as this is legally permissible and technically possible.

3 Services, offers, content of the contract

- (1) AccessPoint AI is offered as Software-as-a-Service (SaaS) and is accessible via the operator's website. Basic use of the service is free, and users have the option of registering and using the basic functions at no cost.
- (2) For extended services, such as the use of more projects or a higher number of streams, a paid membership is required. The exact prices and conditions for these premium services are constantly updated on the operator's website and can be viewed before the contract is concluded. All prices are quoted exclusive of VAT.
- (3) Users who opt for an annual payment can benefit from discounts, the conditions of which are described in detail on the operator's website.
- (4) The deletion of unused user accounts refers exclusively to free accounts. If a free account remains inactive for a longer period of time, the operator reserves the right to delete it.
- (5) For users of premium options, the operator guarantees the availability of the service for the duration of the agreed subscription as well as for the carry-on time, i.e. time that has been used although not included in the original subscription. All claims in connection with the premium services are to be asserted exclusively against the operator. Unused time from previous months can be used up in the following month for a maximum of 3 months.
- (6) A contract is concluded via the provider's website at platform.accesspoint-ai.com. The user's registration constitutes a binding offer to conclude a contract. The conclusion of the contract

comprises several steps, including the acknowledgement of these GTC and the information on data protection and e-mail verification. The contract is concluded in German.

- (7) After creating a user account, a free project is available to the user. The user can create several chargeable projects, whereby the booking and billing takes place via Paddle. Upgrades are possible at any time, whereby the costs for the current billing period are charged pro rata. Downgrades are possible at the end of the current billing period. Paddle handles all payment processing and invoicing. The operator has no access to payment transactions. Separate terms and conditions and data protection provisions apply to the use of the provider Paddle.

A third-party provider is used for streaming the web application. This provider is authorized to make necessary adjustments to hardware and software vis-à-vis the operator. The operator will inform the customer of planned outages, but will otherwise endeavor to offer uninterrupted availability. Liability for technical interruptions that are beyond the control of the operator, including disruptions at the AI provider OpenAI, do not entitle the customer to compensation. Should the system fail for a longer period of time, the provider will make time quotas available free of charge.

- (8) The customer can access the application at any time, subject to system availability.
- (9) Payments for premium services are to be made in accordance with the payment terms stated on the website. Users undertake to pay the agreed fee on time. Late payment may result in the restriction of services or termination of the user account.
- (10) The operator is also entitled to transfer contracts for premium services to another natural or legal person, subject to compliance with statutory provisions and data protection laws. Users have the right to object to such a transfer.

4 Withdrawal instruction

Right of withdrawal

You have the right to withdraw from the contract for the use of AccessPoint AI, including all premium options, within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform us, Schreiber & Witt GbR, represented by the two managing directors Steffen Schreiber and Rudolf Witt, Gritschstraße 66, 85276 Pfaffenhofen, phone:

+49 8441 7864114, e-mail: info@accesspoint-ai.com, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may withhold the refund until the goods or the virtual items and premium options have been returned or proof has been provided that a return or refund has taken place, whichever is the earlier.

[End of the withdrawal instruction]

Sample withdrawal form

Sample withdrawal form

(If you wish to withdraw from the contract, please complete this form and return it to us).

To Schreiber & Witt GbR, represented by the managing directors Steffen Schreiber and Rudolf Witt, Gritschstraße 66, 85276 Pfaffenhofen, phone: +49 8441 7864114, e-mail: info@accesspoint-ai.com

I/we hereby revoke the contract concluded by me/us for the purchase of the following goods / the provision of the following service .

Ordered on /received on

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(* Delete as appropriate.

Special notes:

The right of withdrawal expires prematurely for contracts for the delivery of digital content not on a physical data carrier and for the transfer of digital content if Schreiber & Witt GbR has started to execute the contract after the user:

- has expressly agreed that Schreiber & Witt GbR may commence performance of the contract before expiry of the withdrawal period, and
- has confirmed his knowledge that by giving his consent he loses his right of withdrawal at the beginning of the execution of the contract.

Additional note:

In accordance with AccessPoint AI's GTC and the intended purpose of the service, the offer is aimed exclusively at commercial users. In principle, traders have no right of withdrawal in the context of distance selling contracts.

5 Obligations of the user

- (1) The user undertakes to comply with the laws and regulations applicable to him/her when using the AccessPoint AI service. The use of the service for illegal purposes is expressly prohibited. The user is also obliged to update the personal data in his user account immediately if it changes.
- (2) The user further undertakes to refrain from the following actions:
 - 1 Disseminating statements with advertising, religious or political content.
 - 2 Spying on, passing on or disseminating personal or confidential information of other users or otherwise disregarding the privacy of other users.
 - 3 Use of prohibited or illegal content.
 - 4 Exploiting errors in the programming.
 - 5 Requesting others to disclose login data such as user names or passwords.

- 6 Taking measures that could lead to an excessive load on the servers and/or massively impair operation for other users.
 - 7 Using or distributing automation software or other cheats.
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- (3) The user is obliged to inform the provider immediately of any misuse of his password or user account and of any other breach of security regulations. He shall be liable to the provider for any misuse of his user account caused or permitted by him.
 - (4) The user is obliged to use the provider's services only in such a way that no rights of third parties, personal rights of others, data protection laws or other laws and regulations are violated. In particular, the user is obliged to observe legal regulations, such as the protection of minors, when configuring and providing end applications for end users and to implement access restrictions if necessary.
 - (5) In order to be able to use the Provider's service to its full extent, the User and End User must use the latest (browser) technologies or enable their use on their computer (e.g. activation of JavaScript, microphone and cookies). If older or not commonly used technologies are used, the user may only be able to use the provider's service to a limited extent.
 - (6) The User and End Users are responsible for the content transmitted to the Service. The User and the End Users are obliged to ensure that they are authorized to transmit the content, in particular if it concerns personal data. The User grants the Provider the right to use the recorded content to provide the agreed service.
 - (7) If the user makes the configured web application available to end users, the user is responsible for compliance with security measures and, if applicable, access controls for his end users.
 - (8) The user only accesses the web application via the intended channels and only to the agreed extent and, in particular, does not retrieve data without authorization or promote this, e.g. by making the end application available to end users improperly.
 - (9) The service uses the API of GPT of the provider OpenAI to process data. The user acknowledges that data processing takes place within the scope of the functionalities provided by GPT and that Schreiber & Witt GbR is responsible for compliance with data protection regulations within the scope of this processing. In principle, the operator can also use other language models and will provide transparent information about this and keep the data protection declarations up to date

at all times. If the customer has the choice between language models, the customer is responsible for making the appropriate selection.

6 Liability and defects

- (1) The operator shall only be liable for damages arising from the contractual use of the AccessPoint AI service and only in cases of intent and gross negligence. In the event of negligent breach of material contractual obligations, liability shall be limited to the foreseeable damage typical of the contract.
- (2) The operator is not liable for content generated through the use of OpenAI's GPT API. The operator merely provides the communication interface to these technologies and has no direct influence on the content generated.
- (3) The use of the service involves the use of speech recognition and speech generation technologies. Various sources of error can occur during these processes and the correctness of the generated responses cannot be guaranteed.

The user is responsible for carefully examining decisions made on the basis of the answers generated. The operator is excluded from liability for actions resulting from the use of the generated answers, including but not limited to legal, financial, lifestyle or professional decisions as well as decisions concerning the physical and mental well-being of persons. The user is obliged to inform its customers about the type of data use and processing within the scope of the service, in particular with regard to the use of the GPT API. It is expressly the responsibility of the user to inform its own customers of the fact that output from the bot/language model may be incorrect and that hallucinations (invented answers that do not correspond to fact) cannot be technically prevented with language models such as GPT.

- (4) Liability for data loss is limited to the typical recovery costs that would have been incurred if data had been backed up regularly and appropriately.
- (5) The above limitations of liability shall not apply in the event of fraudulent concealment of a defect, in the event of injury to life, limb or health or if and to the extent that the operator is liable under the Product Liability Act.

- (6) Guarantees in the legal sense are not assumed by the operator unless this has been expressly agreed in writing.
- (7) The User shall indemnify the Provider against claims or demands of any kind upon first request and shall hold the Provider harmless from such claims asserted by third parties against the Provider due to the infringement of their rights based on content that the User has stored, published and/or had published in the context of the use of the Provider's web application. This also includes the reimbursement of the costs incurred for legal defense in the amount of the statutory fees.
- (8) The provider excludes, as far as possible, any liability arising from the use of the software. The Provider does not guarantee the use for a specific purpose and, for technical reasons, cannot guarantee or control the exact answers of the language models. Liability for any indirect damage, for example, but not limited to, potential customers of the user who receive inappropriate or incorrect answers, is excluded. The provider always endeavors to optimize the system for the future, appreciates feedback and will endeavor to optimize its system in response to customer feedback or to exclude further misinformation, but cannot guarantee this technologically.

7 Term and termination

- (1) The contract for the free use of AccessPoint AI is concluded for an indefinite period. Premium services have either the same term as the basic service contract or the term expressly specified at the time of purchase. A premium service contract expires automatically if the user loses the corresponding authorizations or if the operator can no longer offer the service for technical or legal reasons.
- (2) The right of both parties to extraordinary termination without notice for good cause remains unaffected by these provisions. Extraordinary termination is only permitted if reasons are given and must be made at least in text form.
- (3) The Operator reserves the right to terminate all agreements or parts thereof extraordinarily if the Operator is no longer able to provide the Service due to technical impossibility. This includes, but is not limited to, the event that the GPT/OpenAI API functions required for the provision of the service are no longer available.

- (4) In the event of termination in accordance with No. 4, any payments already made for unused premium services shall be refunded. In this case, the customer shall not be entitled to compensation unless the impossibility of providing the service is due to the fault of the operator.
- (5) Upgrades to premium services are possible at any time. The operator can specify the start of a new minimum term for the upgrade. Downgrades and changes to the billing period are possible after the end of the respective billing period, for example after one year in the case of annual payment. A downgrade or change to the billing period can be initiated at any time up to the regular renewal. Regular termination can take place at any time at the end of the billing period (i.e. at the end of a month or at the end of a year). After termination, the transfer of unused time (§ 3 No. 5) is no longer possible.

8 Data protection

- (1) The operator will treat all personal data that the user transmits in the course of the business relationship as strictly confidential and in compliance with the applicable data protection regulations. This includes, in particular, data processed in the context of the use of the AccessPoint AI service and the integration of the ChatGPT API.
- (2) For technical reasons, the storage and processing of user data is essential for the use of AccessPoint AI. By registering for the service, the user consents to the electronic storage and processing of their data. It should be noted that all entries made by the user's customers are forwarded unfiltered via the GPT API and processed there. The operator is not responsible for data collection and processing by OpenAI.
- (3) If the user's data is deleted completely, this will result in the deletion of the user's account and the termination of the contractual relationship. A refund for services already paid for is excluded in this case.
- (4) Technical deletion of data or content based on the GPT API is limited due to the nature of the technology. However, the operator will delete all references and data stored as part of its service in the event of termination.

- (5) The operator's privacy policy, which can be viewed on the service's website, provides further information on data processing. Legally guaranteed and unalterable data protection rights of the user remain unaffected by these terms and conditions and the separate privacy policy.

9 Rights

- (1) The operator makes the AccessPoint AI service available to the user and grants the user a non-exclusive right of use for commercial purposes. The license relates exclusively to content and technologies that are part of the operator's proprietary technology. The operator cannot and will not grant any rights to the content generated by the GPT API of OpenAI.
- (2) The user acknowledges that the operator does not assume any guarantee with regard to the non-violation of third-party rights through the use of the GPT API generated content. It is the responsibility of the user to ensure that the use of this content does not infringe the rights of third parties.
- (3) The user shall indemnify the operator against all third-party claims, including claims for damages, which could arise from an infringement of rights through the use of the AccessPoint AI service, in particular through the content generated via the GPT API. The user is obliged to reimburse the operator for all associated costs, including the costs of any legal defense. Further rights and claims for damages of the operator remain unaffected.

10 Applicable law, place of jurisdiction and other matters

- (1) These Terms and Conditions and all contracts concluded on the basis of these Terms and Conditions shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of German international private law is excluded.
- (2) If the user is domiciled or habitually resident outside the Federal Republic of Germany, the place of jurisdiction shall be the operator's place of business. This shall also apply if the domicile or habitual residence of the user is not known at the time the action is brought.
- (3) Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions.

- (4) The GTC may be available in English. In the event of a dispute regarding the interpretation of these GTC, the German version shall prevail.