

Terms and Conditions of Use

Colido

1. Description of Services and Scope

- (1) The internet platform www.colido.de (the "Service") is a service offering of Colido GmbH,
Bajuwarenring 21,
82041 Oberhaching

("Colido"). Colido is a provider of webbased software for the recording, systematisation and categorisation of mineral collections. Colido further offers a cloud hosting service or external storage space on Colido servers that allows Users to store the data of their mineral collections and to access and administrate such data from various end devices via an internet connection.
- (2) The Service comprises the provision of a software solution ("Software") for webbased use and the provision of storage space on Colido servers.
- (3) The Service is provided and may be used exclusively on the basis of these Terms and Conditions of Use. If the User is a business, company or organisation, the validity of the User's supplementary or deviating General Terms and Conditions of Use is hereby ruled out.
- (4) Users can access, download and print the Terms and Conditions of Use here http://www.colido.de/downloads/terms_and_conditions-colido.pdf. The current Terms and Conditions of Use are not stored by Colido after conclusion of the contract.

2. Conclusion of Contract

Completion of online registration on the platform constitutes a legally binding offer to conclude an agreement with Colido. The User shall be informed by e-mail that his/her registration has been received (confirmation email). This in itself, however, does not constitute the conclusion of an agreement. An agreement with Colido only comes into force once Colido expressly confirms the conclusion of the agreement to the User or the user account is activated.

3. Colido's Rights and Obligations

- (1) Colido will provide Users with the Software for use via the internet and with the agreed amount of storage space. The scope of performance is determined by the nongratis *Service package* which the User has subscribed to. Users are not entitled to be given access to the source code of the Software.
- (2) Colido will endeavour to continuously update and develop the Software, in particular to adapt it to technological progress and eliminate errors. Colido reserves the right to make changes to or entirely discontinue gratuitous Software functions at any time.
- (3) Maintenance, updates of and modifications to the Software may result in a Software usage impairment or disruption.

4. General Obligations of Users

- (1) The User hereby assures that the personal details given by him/her are accurate, complete and correct. If User data should change at any time later, the User is obliged to correct and update the information in the user account immediately. The same obligation applies, if data changes are entered in a public register.
- (2) Communication between Colido and the User takes place using the User's given email address. The User agrees to check his/her e-mail account provided by him/her periodically, but at least every other day, for new e-mails and to make sure that the e-mail can be reached, so that receipt of e-mail messages is not prevented due to redirection, closing or overflow of the e-mail account.
- (3) Users are not entitled to pass their login data on to third parties. Users have the duty to treat their login data with care and prevent misuse of their login data by third parties. If the User becomes aware of improper use of his/her user account by third parties, the User must notify Colido immediately.
- (4) If malfunctions or other interruptions should occur during use of the Service, the User will notify Colido of this immediately.
- (5) The User must refrain from all actions likely to impair and/or overload the operation of the Service or the underlying technical backend. Such actions include in particular:
 - the use of software, scripts or data bases in conjunction with the use of the Service;
 - automatic reading, blocking, overwriting, modification, copying of data and/or other contents unless necessary for the proper use of the Service.
- (6) The User will continuously back up data which were stored on Colido servers using the Service and save them locally on his/her computer (e.g. by making backups).
- (7) It is the Users' responsibility to ensure that their equipment meets the technical requirements for access to the Colido Service, in particular regarding the employed hardware, operating system, internet connection and the browser software in compliance with technical standards, if any, specified by Colido. In the case of further development and/or changes to the technical components (e.g. the operating system, browser software) by Colido or third parties, it is the Users' responsibility to make any necessary adjustments to their software and hardware.
- (8) The User alone is responsible for ensuring that storage and, if applicable, publication of the data and contents using the Colido Service is in compliance with the law. The User promises to observe the laws applicable to the storage and publication of data and other contents (e.g. criminal, competition and youth protection law) and to ensure that no third-party rights (e.g. copyright and privacy rights) are infringed. The User further assures that he or she has the necessary rights of use and can provide proof thereof at Colido's request. Colido is entitled to remove any inadmissible content at any time.

5. Basic Version, Paid Services

- (1) The basic version of the Service can be used free of charge. The performance scope of the software functionalities and the available storage space for the basic version can be viewed at our pricing page (<http://www.colido.de/pricing>).
- (2) Colido offers Users the option to book additional paid Service extensions for the basic version. The paid Service extensions provide the User with additional Software

functionalities or additional storage space, depending on the selected Service package. The performance scope of the paid Service extension can be viewed here [LINK].

6. Terms of Payment

- (1) The utilisation fee payable for paid Service offerings depends on the selected Service package. The quoted rates are gross retail prices and are inclusive of VAT.
- (2) The utilisation fee for paid Service offerings is due and payable immediately upon subscription to the Service or at the time when a contract is renewed. If monthly payment of fees was agreed, payment must be rendered by the 1st of each month in advance. Paid Service offerings are activated only after receipt of payment by Colido. Payment can be made by direct debit (SEPA mandate), immediate online bank transfer (Sofortüberweisung) or by credit card.
- (3) If payment is made by direct debit (SEPA mandate), Colido is authorised, through entry and transmission of the bank details, to collect the invoice amount from the specified account.
- (4) If payment is made by credit card, the credit card account is debited upon completion of the subscription process.
- (5) Invoices and credit notes are only issued electronically and sent to the e-mail address registered in the User account by the User.
- (6) Users will immediately update their details relating to their preferred means of payment in case of changes.
- (7) If Colido cannot collect payment for due amounts from the means of payment specified by the User or if a collection amount is unwarrantedly recalled, Colido is entitled to terminate the Contract of Use without notice and/or to suspend the User account.
- (8) If Colido incurs any loss due to the fact that the means of payment specified by the User cannot be used for collection of any due amounts for want of sufficient funds or if the collected amount is unwarrantedly recalled by the User, Colido is entitled to demand damages from the User and collect such amount from the means of payment specified by the User.

7. Rights of Use for Stored Contents

- (1) The User grants Colido a simple, irrevocable and gratuitous right to use all the contents stored via the Service for the duration of the contract for storage purposes, with such right being unlimited in territory and transferable to third parties. This right is granted so that Colido can make the User's contents available in accordance with these Terms and Conditions of Use and as part of the Service for the User.
- (2) The Colido Service has a "showroom" feature. Users can publish and share collection data in their "showroom" with selected other individuals. To do this, the User can generate an individual link which can then be used to access the collection data placed in the "showroom" area. The User shall ensure that he/she has all the necessary reproduction rights for sharing the contents with other persons using the "showroom".

8. Colido's Rights of Use

- (1) The Software is protected by copyright. Colido grants the User a simple, non-transferable or sub-licensable personal right, which is unlimited in territory, to use the Service under these Terms and Conditions of Use. Any further reaching use is hereby excluded and requires Colido's prior separate written approval. In particular, Users are not permitted to let third parties use their User accounts either gratuitously or for a charge (for example by relinquishing login data). If the Service package provides for the limitation of entitled Users, the User makes sure that only the agreed number of persons are granted access to the Colido Service.
- (2) Users may copy or duplicate the contractual Software only to the extent required for usage of the Software. Necessary duplication includes loading the Software into the working memory, but not installing or storing the Software (not even temporarily) on data carriers (hard disks or similar) which are part of the hardware employed by the User.

9. Suspension and Deactivation of the User Account and Paid Services

- (1) Colido may suspend access to the user account or paid services for failure to meet payment obligations pursuant to clause 6 (2).
- (2) If and insofar as the User uses his/her user account in a manner infringing the obligations pursuant clause 4 or in the case of other serious breaches of duty and if there are substantial grounds for suspecting a breach of duty, Colido is entitled to provisionally suspend or deactivate access to the user account.
- (3) In the case of provisional suspension and/or deactivation pursuant to clause (1), the User is not entitled to open another user account.
- (4) If and insofar as Colido becomes aware of improper use or misuse of the User's user account by third parties, Colido may suspend access to and/or deactivate the user account, if necessary, in order to stop such misuse by a third party. Reasonable suspicion of misuse by third parties is sufficient for Colido to take such action. Simply access to the user account by a third party is deemed misuse by third parties. Colido will notify the User of such suspension and/or deactivation immediately, and in the case of a suspension of the user account will offer the User the option to restore access by entering new access data. Colido will re-activate the previously deactivated user account only, if it can be demonstrated that there is no longer any danger of misuse by third parties. In case of doubt, the User has to make sure that there is no such danger.

10. Consumers' revocation rights for paid Services

If you are a consumer as laid down in Section 13 BGB using paid Services, you have a revocation right which is subject to the following provisions: A consumer is a person who enters into a legal transaction for purposes which cannot predominantly be attributed to this person's commercial or self-employed professional activities.

Advice on the right of revocation

Revocation rights

You may revoke this Contract within fourteen days, without having to state reasons for this decision.

The revocation period shall be fourteen days from conclusion of the contract.

In order to exercise your revocation rights, please inform us

Colido GmbH, Bajuwarenring 21, 82041 Oberhaching

Fax: +49.89.6780 558 442

E-Mail: support@colido.de

by means of an unambiguous declaration (e.g. a letter sent by post, telefax or e-mail) of your decision to revoke this Contract. You may use the enclosed template form, but this is not mandatory.

In order to meet the deadline, it will be sufficient for you to dispatch the notification informing us that you are exercising your right of revocation prior to expiry of the deadline.

Consequences of the revocation

If you revoke this Contract, we have to reimburse you for all payments which we have received from you, including delivery costs (with the exception of additional costs incurred because you chose a delivery method other than the cheapest standard delivery method offered by us), without undue delay and no later than within fourteen days from the day on which we receive your notification informing us of your revocation of this Contract. For this reimbursement, we shall use the payment method which you used in the original transaction, except if expressly agreed otherwise; we shall never charge fees for such reimbursement.

If you had requested, that services commence during revocation period you shall pay us a reasonable amount, proportionate to its share of the services already rendered at the time you informed us about revoking this Contract, in comparison to the total volume of the services required by this Contract.

standard withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

- To

Colido GmbH, Bajuwarenring 21, 82041 Oberhaching

Fax: +49.89.6780 558 442

E-Mail: support@colido.de

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following Purchase items(*)/for the provision of the following service (*)

– Ordered on (*)/received on (*)

– Name of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only if this form is notified on paper)

– Date

(*) Delete as appropriate.

11. Contract Duration, Termination and Deletion of the User Account

- (1) The Contract of Use of the basic version of the Service is for an unlimited period and can be terminated by either party at any time with immediate effect, without having to give notice or reasons.
- (2) Unless otherwise agreed paid Service packages with a licensing period of one month or longer can be terminated up to 14 days before the contractually agreed term of contract expires to the end of the contractual term of contract. Paid Service packages are automatically renewed and recurrently by the contractually agreed term of contract, unless the User terminates the contract prior to the expiration of the term of contract in due form and time.
- (3) Colido may terminate the agreement for paid services at any time with two weeks' notice to the end of the paid contract.
- (4) Termination of paid Service packages must be in text form. For clear identification, the notice of termination, sent by e-mail, must contain the following information:
 - e-mail address (entered at the time of registration by the User);
 - User name;
 - User's first and last name;
 - User's address.
- (5) This shall be without prejudice to the parties' right to terminate the contract without notice and for good cause.
- (6) For Colido there is good cause to terminate the contract, if
 - a the User severely violates his/her obligations set forth in clause 4 or in the case of other serious breaches of duty;
 - b the User continues or repeats the objected behaviour after having received a warning notice and/or does not immediately remedy any adverse consequences of such breaches of duty which have already occurred;
 - c payment of the User's Service charges for two consecutive periods or a not insignificant amount thereof is overdue;
 - d the User has suspended payments altogether;
 - e insolvency proceedings have been opened into the User's assets or the opening of insolvency proceedings was dismissed because of a lack of assets.

In the case of extraordinary termination by Colido, the User is prohibited from creating a new user account.

- (7) In case of doubt, the termination of paid Services packages is not deemed a termination of this Contract of Use. The User is downgraded to the free basic version of the Service. Termination of the Contract of Use requires a separate and unambiguous termination notice.

- (8) After general termination of this Contract of Use also with respect to the use of the free basic version, the User will no longer have access to his/her user account. Upon termination of the Contract of Use, Colido will no longer be obliged to store the uploaded data.

12. Warranties

- (1) Legal warranty rights apply to contracts with Users who are consumers.
- (2) Insofar as warranty rights are derived from tenancy law, a warranty period of one year applies, unless Colido has fraudulently concealed a defect.
- (3) Colido will endeavour to ensure continuous uninterrupted operation of the Service. This is limited to performances and services under Colido's control. The User acknowledges, however, that a complete and uninterrupted availability of the Service is technically not feasible. Hence, Colido may have to restrict access completely or partially, temporarily or permanently due to maintenance, capacity restrictions, and due to events beyond its control.
- (4) Colido will not be responsible for the proper functioning of the connection to the contractual resources in the event of power outages or server failures beyond Colido's control.
- (5) The User has no right to the continuance of individual gratuitous functionalities of the Service or the use of existing gratuitous functionalities.

13. Liability

- (1) The User is aware that the contractual Software is still at a development stage ("beta version"). Insofar as Software functionalities have already been implemented, some of them may not have been partially or fully tested. The User is aware that using such Service functionalities may at any time result in errors or loss of data.
- (2) Unlimited liability: Colido shall be liable for intent and gross negligence. Colido shall be liable in cases of slight negligence in accordance with the provisions of the Product Liability Act, and for injury to life, body or health.
- (3) Limitation of liability: Colido shall only be liable in all other cases of slight negligence
 - a. for breach of an essential contractual obligation, the fulfilment of which makes the due execution of the contract at all possible and upon the observance of which the customer should be able to regularly rely (material obligation), and
 - b. limited to the amount of the damage typical for this type of contract that was foreseeable at the time of concluding the contract.
- (4) Colido will not be liable for any loss of data insofar as such loss or damage was due to the User failing to perform data backups and to ensure that lost data can be restored with reasonable efforts. If the User is accountable for loss of data, Colido will exclusively be liable for the costs of the reproduction of the data from the backup copies to be made by the User and the restoration of data which would have been lost even if data backups had been performed correctly.
- (5) Any no-fault liability on Colido's part pursuant to Section 536a Para. 1 BGB [German Civil Code] for defects which were already present when the contract was concluded is hereby excluded.

- (6) The above limitations of liability also apply to and in favour of Colido's vicarious agents.

14. Indemnification

- (1) The User shall indemnify Colido, its employees and agents from any claims actions arising from alleged or actual infringements of the law and/or and from any and all third-party claims arising from the violation of any rights of third parties by the User in conjunction with the use of the Service.
- (2) The User shall hold Colido free and harmless for all the resulting claims of third parties and undertakes to reimburse all and any costs incurred by Colido due to the recourse by third parties. The reimbursable costs include in particular the costs of pursuing and defending legal suits incurred by Colido.

15. Data Privacy

Colido's provisions regarding data privacy policy apply.

16. Modification of the Terms and Conditions of Use

- (1) Colido may at any time revise or modify the provisions in these Terms and Conditions of Use with prospective effect.
- (2) Colido will notify the User in text form of any modification of these Terms and Conditions of Use, without having to transmit or otherwise provide information about the modified terms and conditions in detail or a revised version thereof; notification of the fact that they were modified as such and provision of a link to the updated General Terms and Conditions of Use are sufficient. If the User does not object to such modification(s) within two weeks after having been notified of such modification(s), this will be deemed as the User's approval thereof; Colido will point this out in the notice of such modification.

17. Transfer of contract

- (1) The User is not entitled to transfer the rights and obligations arising from these Terms and Conditions of Use entirely or in parts to third parties.
- (2) Colido is entitled to transfer this Contract of the use of the Service and all the rights and obligations arising therefrom to another company of its choice. In the case of a transfer of this contract to another company, the User is granted a special right to terminate the contract which must be exercised within 2 weeks of receiving notice of such transfer.

18. Formal requirements and contract language

- (1) As far as the written form has been agreed for the contractual relationship between Colido and the User as a whole or individual aspects thereof (Section 126 BGB), transmission by means of telecommunication of the document signed by hand, for example as a pdf document sent by e-mail or fax transmission, is sufficient. The receiving party is entitled to demand receipt of the original.
- (2) As far as the written form has been agreed for the contractual relationship between the parties as a whole or individual aspects thereof (Section 126 BGB), transmission of the declaration with the name of the person making the declaration being clearly identified by e-mail or telefax is sufficient.

- (3) Unless agreed otherwise, notices, notifications and declarations under this Contract of Use require the text form.
- (4) The German version of these Terms and Conditions of Use is binding and decisive. The contract language is German.

19. Final Provisions

- (1) Should one or several of the provisions in this Agreement be or become invalid, this shall not affect the validity of the remaining provisions.
- (2) These terms and conditions shall be subject to the law of the Dealer`s home state, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of jurisdiction does not apply or does apply only to limited extent, if the user is a natural person and concludes this contract for a purpose which can be regarded as being outside his trade or profession (consumer) and
 - Ø where such commitment of the user has the effect of depriving the user of consumer protection legislation of his country of residence, which is mandatory according to the law of his country of residence. In this case, aforementioned choice of law is supplemented by the respective consumer protection legislation of the user`s country of residence.
 - or
 - Ø according to the law of the state in which the user has his domicile or habitual residence, a choice of jurisdiction is not allowed. In this case the law of the state where the user has his domicile or habitual residence determines which law applies. In case the user is a consumer with habitual residence in Switzerland, Swiss law applies, provided that the requirements under Art. 120 para.1 a-c IPRG are met.
- (3) Insofar as the User is a merchant as defined in the HGB [German Commercial Code], a legal entity under public law or a separate public estate, Munich is the exclusive place of jurisdiction for all disputes.