

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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Web: <https://www.robin-data.io>

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") is any natural or legal person who is not a consumer within the meaning of § 13 BGB (German Civil Code). In particular, our services are aimed at natural or legal persons who, in accordance with Art. 2 and Art. 3 GDPR (General Data Protection Regulation), must implement the statutory data protection requirements or who wish to obtain information or further training on this subject.

1.2 All contract-relevant information is available in digital form on our website <https://www.robin-data.io> ("Website", including all sub-pages or sub-domains), can be requested by e-mail at info@robin-data.io or are available in print (e.g. sales brochure).

1.3 These general terms and conditions also apply to subsequent transactions, even if no further reference is made to them when they are concluded. Explicit other agreements, which are made by Robin Data within the framework of an individual offer as the basis of the contract, take precedence over these general terms and conditions.

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

2 Object of the contract

2.1 The subject matter of the contract results from the general terms and conditions of business, as well as from our most recent performance descriptions and regulations set out in price lists.

2.2 Deviating regulations, for example individual offers, must be made in writing. These then include a description of services 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 an attachment to enquiries, orders, order confirmations etc., are only accepted by Robin Data if they have been explicitly confirmed by us in writing.

3 Services from Robin Data

3.1 Robin Data offers services in the areas of data protection and organizational and technological information and data security. In these areas we provide software, consulting, auditing, training, mediation, as well as expert and other services. Our services are divided into two service 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 exchanging information 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 the 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 does not assume any responsibility for the permanent availability of the Community, nor is there any claim to the use of the Community in your favor. Every user is advised not to make business-critical processes dependent on the use of the Community.

3.3 Robin Data is entitled to assign 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 ourselves do not have the capacity to provide the service.

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

3.4 As a matter of principle, Robin Data does not provide legal advice as its own service. However, customers can commission legal opinions from partners via Robin Data within the framework of a contract with a lawyer suggested by Robin Data, which are prepared by third parties authorized to do so and forwarded to the customer by Robin Data. In this context, 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 Legal Services Act.

3.5 Our services take into account the current state of the art and the currently applicable legal basis. 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 relevance, knowledge and the case at hand.

3.6 To ensure the quality of our partners' services, we conduct customer satisfaction surveys with you.

4 Associated services to our qualified partners

4.1 Robin Data is entitled to procure services as a whole or in parts to qualified partners ("Procurement 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 ourselves do not have the capacity to provide the service. Our brokerage services enable our customers to order services tailored to their needs, if necessary on the basis of several comparable offers, without having to spend time and effort on their own search. Mediated services to our partners in the area of data protection consulting and appointment of a data protection officer are always performed on the basis of Robin Data software.

4.2 Prior to the mediation, the customer will be informed in writing that Robin Data would like to mediate his request to one or more partners ("mediation request"). A mediation request contains in particular the following information about the potential service providers: the relevant qualification for the request, if applicable information about the industry expertise, information about the language qualification, information about the relative proximity of the company headquarters to the customer. It shall in no case contain information on the name, company name or registered office of the Partner or its website or data enabling direct contact by the Customer.

4.3 The Customer must approve Robin Data's mediation request in writing ("Mediation Approval"). If no mediation approval is given within 10 working days, Robin Data rejects the request.

4.4 If the customer gives the placement approval, Robin Data writes out the request according to the requirements within the partner network. The customer then usually receives one or more partner offers from Robin Data within 5 working days. For standard 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., performing a penetration test), the customer usually receives one or more offers.

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 via 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) with a sufficiently fast Internet connection (e.g., a DSL connection).

5.2 The use of our SaaS services via smartphones is possible in principle. However, there are technical restrictions on usability, as our offerings are not optimized for smartphone use due to the complex but necessary data collection.

6 Conclusion of a contract

6.1 The Customer may register for a free trial period for the Robin Data Software via our website. The trial period lasts as long as specified during registration, usually seven days. At the latest after expiry of the test phase, you will receive a request (e.g. by e-mail or within the Robin Data Software) to decide on one of the contract packages within the scope of the SaaS service in order to initiate the order process.

6.2 In order to conclude a contract for a SaaS service subject to a charge, 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 asked to enter the company and payment data necessary for the conclusion of the contract into a web form. By confirming the general terms and conditions and the privacy policy and pressing the button "Buy now" the contract of the customer with us comes into effect according to the chosen conditions. The customer receives a written confirmation of the conclusion of the contract by e-mail and can view his contract and billing information within the respective SaaS solution.

6.3 In the case of an offer service, the offer submitted by Robin Data is merely an invitation to submit an offer and does not yet constitute a legally binding offer of its own. If the Customer confirms to us in writing on the basis of the present offer that it wishes to place an order under the conditions of the offer ("Placing of Order"), this constitutes the Customer's offer. After receipt of the order placement 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 on the agreed terms ("Order Confirmation").

6.4 If there is no complete agreement on parts of the order yet, 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 is entitled to the remuneration already negotiated for the services at the time of the request.

6.5 All offers of Robin Data are subject to a validity period of 30 calendar days. Expressly deviating provisions shall only apply if they are noted in the offer.

6.6 Performance dates and deadlines defined in contracts are only 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 explicitly acknowledge the valid General Terms and Conditions and the valid Privacy Policy.

7.1.2 Upon conclusion of the contract, this confirmation must be carried out again on the then valid General Terms and Conditions and Data Protection Terms and Conditions.

7.1.3 When using the Robin Data Software, the Customer shall receive a data protection management system that is pre-configured in parts and on the basis of templates based on industry characteristics and other attributes. This preconfigured system is created on the basis of defined algorithms to the best of our knowledge and the accuracy is continuously improved. We point out that legal advice or audit is not part of our Robin Data software. The customer has to check by himself or by a professional all templates provided by the Robin Data software, often adjust them in few places (e.g. addition of information about the organization) and release them.

A check of the documents and reports generated on the basis of these templates for completeness and correctness does not take place without an explicit order, which can be booked with costs. A resulting success, e.g. in the sense of a legal safeguard, is explicitly not owed and can also not be guaranteed, since the customer is responsible for the documents created in the sense of the data protection laws according to Art. 4 para. 7 DSGVO.

7.1.4 If the Customer uses the SaaS Services in order to hereby document the data protection and IT security management of its own customers, the Customer is obliged to provide Robin Data with non-personal contact data of the customers managed by it on the Platform upon termination of the SaaS Agreement and further agrees that Robin Data will contact such customers once in order to directly submit an offer for the further use of the Platform by such customer.

7.2 In case of offer services, the following duties and obligations apply to the Customer:

7.2.1 The Customer shall support the project implementation through close cooperation and by providing in a timely manner all documents and data sets required for the implementation of the project.

7.2.2 The Customer shall provide a qualified employee (e.g., project manager, data protection coordinator) in a supportive capacity throughout the performance period.

7.2.3 If employees or partners of Robin Data have to perform services on site at the customer's premises, the customer shall provide them with appropriate work rooms and work equipment necessary for the performance of the order.

7.2.4 Erbringt der Kunde seine Aufgaben und Pflichten nicht, so sind etwaige Verzögerungen nicht schulhaft Robin Data zuzuschreiben und etwaige Mehrkosten durch den Kunden zu tragen.

7.2.5 Der Kunde garantiert im Sinne des selbstständigen Garantieverprechens, dass er bei der Bereitstellung vom Material zur Leistungserfüllung durch Robin Data keine Rechte Dritter (z. B. Urheber- oder Markenrechte) verletzt. Robin Data und seine Erfüllungsgehilfen sind von sämtlichen Ansprüchen Dritter, die schuldhafte durch Versäumnisse des Kunden eintreten, freizustellen.

7.3 Der Kunde verpflichtet sich, Mängel unserer SaaS-/ oder Angebotsleistungen soweit möglich nachvollziehbar und unter Schilderung der Fehler, deren Auswirkung oder wahrgenommen Mängel zu dokumentieren und diese Aufzeichnungen schriftlich an support@robin-data.io einzureichen.

8 Right of use

8.1 For Robin Data Software the right of use is valid as long as the contract between the customer and Robin Data exists. After the contract expires, 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 discontinues this service. The right to a digital copy of his non-personal data does not exist in both cases.

8.3 For offer services, Robin Data provides the customer with all documents created within the scope of the service provision after completion. If the Robin Data software is used for documentation of data protection, the provision in section 8.1 shall further apply.

8.4 The rights of use granted shall apply suspensively until the full payment of the agreed service remuneration 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 anonymized form.

9 Renumeration, term and period of notice

9.1 All prices of the services of Robin Data are in principle net prices, plus the applicable duties and taxes.

9.2 For SaaS services, payment shall be made via the payment method currently selected and available upon conclusion of the contract. For Offer Services, payment shall be made on the basis of invoicing.

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 the order confirmation shall be the first day of the billing period. The next billing period always starts on the same day of the following period (e.g., for monthly subscriptions: 04.01., 04.02, 04.03, etc.; for annual subscriptions: 05.03.2019, 05.03.2020, etc.), whereby for start dates on calendar days 29, 30 and 31 of a month, the next periods are scheduled on calendar day 28.

9.4 Payment for services in the subscription model is always due at the beginning of the first day of a period for that period. If orders in the subscription model are terminated within a period, there shall be no pro rata claim to reimbursement of the costs for the remaining period.

9.5 All other services will be invoiced against proof of the services rendered by Robin Data to the customer usually at the end of a month (e.g. by service voucher or acceptance of work services by the customer). This also includes travel costs and expenses defined in the offer for the respective order. Deviating regulations must be defined in the order confirmation. The payment period here is usually 10 calendar days. The payment is to be made to the specified SEPA account of Robin Data within the deadline.

9.6 Contracts in the subscription model are usually automatically extended at the end of the contract by another period as new contract duration as follows:

- Contract period 24 months: extension by new contract period 12 months
- Contract period 12 months: extension by new contract period 12 months
- Contract period 1 month: extension by new contract period 1 month

9.7 Contracts may be terminated in accordance with the terms and conditions of the contract and these General Terms and Conditions. The following notice periods apply to contracts in the subscription model:

- Contract duration 24 months: period of notice 3 months before end of contract
- Contract duration 12 months: notice period 2 weeks before end of contract
- Contract duration 1 month: Cancellation at any time

9.8 The customer shall be in default of payment if payment has not been received by our accounting department within two weeks of receipt of the invoice. In the event of late payment, interest shall be charged at a rate of 9 percentage points above the prime rate of the European Central Bank.

9.9 If the customer is in default of payment, we reserve the right to charge reminder fees in the amount of 2.50 euros per reminder invoice issued. We shall be free to assign the payment and reminder claims to a professional payment service provider or collection agency, also by factoring, or to commission them with the collection of the outstanding payments in our name, on our behalf or on their behalf. We reserve the right to claim further damages. You shall have the option of proving that we have incurred no damage or a lesser damage.

9.10 The customer shall only be entitled to assert a right of retention for counterclaims that are due and based on the same legal relationship as its obligation. Offsetting against claims shall be limited to recognized, undisputed or legally established claims.

10 Warranty

10.1 Robin Data shall provide the contractually agreed services with the greatest possible care. If defects occur, the customer shall report them immediately in accordance with the provisions of section 7.3.

10.2 The templates and samples provided by Robin Data Software for your industry are based on templates checked by lawyers, our partners or other experts and are created by an intelligent algorithmic procedure in your mandate, after registration or also on the basis of functions to be specially started. Robin Data does not guarantee their completeness, correctness or fit to the client's individual situation.

10.3 Services in the area of data protection inventory for the creation of the data protection management system are always performed by Robin Data with the greatest possible care and accuracy. However, it is possible that Robin Data does not have all relevant data and information at the time of the analysis in order to be able to comprehensively evaluate all implications. Robin Data does not guarantee the completeness of the analysis performed.

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

11 Liability

11.1 Robin Data as well as our legal representatives and vicarious agents shall only be liable for intent. Only if essential contractual obligations (consequently such obligations whose

compliance is of particular importance for the achievement of the purpose of the contract) are affected, liability is also assumed for gross or slight negligence. In this case, liability shall be limited to the foreseeable damage typical for the contract.

11.2 The above exclusion of liability shall not apply to liability for damages resulting from injury to life, body or health. The provisions of the Product Liability Act shall also remain unaffected by this exclusion of liability.

11.3 If the customer or the third party violates the obligations set forth in Section 7, the customer shall be liable to Robin Data for compensation of the damage resulting therefrom, including necessary legal costs. Any copyright infringements by the third party shall be treated as if they had been committed by the customer itself.

12 References

12.1 Customers are asked to act as a reference for Robin Data as part of quality assurance. If the customer allows Robin Data to name the reference, we may use 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 any other channels Robin Data controls. Further, we may use testimonials in third party channels, such as press releases, at trade shows, 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 approval by the customer.

12.2 The above provision shall continue to apply for 5 years after the end of the contract.

13 Final provisions and severability clause

12.1 Our place of business is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract, provided that you are a merchant, a legal entity under public law or a special fund under public law or provided that you do not have a place of jurisdiction in the Federal Republic of Germany.

12.2 Unless mandatory statutory provisions under your home law conflict with this, German law shall be deemed agreed to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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

Terms and Conditions are valid from: 30.09.2020