

# 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

Distribution: [sales@robin-data.io](mailto:sales@robin-data.io)

Support: [support@robin-data.io](mailto:support@robin-data.io)

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](mailto: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, the submitted offer and the service descriptions contained therein as well as other contractual documents, insofar as reference is made to these in the offer.

2.2 For contracts for services that can be booked directly within the respective software in addition to an existing contract, the subject matter of the contract results from the service content presented at the time of booking and these General Terms and Conditions.

2.3 Deviating regulations, for example individual offers, must be made in writing. These then contain a service description and prices for each service item.

2.4 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.

2.5 General terms and conditions of the customer, e.g. as an attachment to inquiries, orders, order confirmations etc., are only accepted by Robin Data if these have been explicitly confirmed by us in writing.

## **3 Services from Robin Data**

3.1 Robin Data offers services in the areas of compliance, data protection and organizational and technological information and data security. In these areas, we provide software, consulting, auditing, training, expert opinions and other services. Our services are divided into two service categories:

3.1.1. services that are only available online on our servers operated in Germany as a software-as-a-service ("SaaS services"), such as our software for implementing compliance management ("ComplianceOS") and our online forum for exchanging information on data protection and data security ("Robin Data Community").

3.1.2 Other services such as managed services, on-premises provision of parts of our software solution, consulting and training services or individually offered consulting services.

3.2 The use of our Robin Data Community is free of charge. Robin Data assumes no responsibility for the permanent availability of the community, nor is there any entitlement to use 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 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 proposed by Robin Data, which are prepared by authorized third parties and forwarded to the customer by Robin Data. Robin Data does not act as a contractual partner of the legal opinion and does not provide any other services within the scope of the Legal Services Act.

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

## **4 Prerequisites for the use of SaaS services**

4.1 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).

4.2 The use of our SaaS services via smartphones is possible. However, there are technical limitations in terms of usability, as our services are not optimized for use on smartphones due to the complex but necessary data collection.

## **5. CONCLUSION OF CONTRACT**

5.1 Contracts that are concluded subject to these General Terms and Conditions are based either on an individual offer to the customer or on online offers for additional services that can be booked within an existing contractual relationship.

5.2 If the customer confirms an individual offer to us in writing (e.g. e-mail or digital signature via a signature service provider) or places an order for additional services online, he accepts the respective offer conditions and places the order ("order placement").

5.3 After receipt of the order placement, the contract between the customer and Robin Data comes into effect.

5.4 Orders can also be placed for individual offer items.

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

5.6 Performance dates and deadlines defined in contracts are only binding if Robin Data has confirmed them in writing.

## **6 Tasks and duties of the Customer**

6.1 When registering individual users for our SaaS services (such as ComplianceOS), users must agree to the applicable terms of use. Use without consent is not possible.

6.2 When using the ComplianceOS, the customer receives a compliance management system preconfigured on the basis of industry characteristics and other attributes based on templates. This preconfigured system is generated on the basis of defined algorithms to the best of our knowledge and belief and the accuracy is continuously improved. We would like to point out that legal advice or auditing is not part of our software. The customer must check all templates provided by the software himself or through a specialist, frequently adapt them in a few places (e.g. addition of information on the organization) and approve them.

6.3 The documents and reports generated on the basis of these templates will not be checked for completeness and accuracy without an explicit order, which can be booked for a fee. Any resulting success, e.g. in terms of legal protection, is expressly not owed and cannot be guaranteed.

6.4 If the customer uses the SaaS services to document data protection or information security management or another compliance field for its own customers, it is obliged to provide Robin Data with non-personal contact details of the customers managed by it on the platform upon termination of the SaaS contract and further agrees that Robin Data will contact these customers once in order to make an offer for further use of the platform by this customer directly.

6.5 The customer shall support the implementation of the project through close cooperation and through the timely provision of all documents and databases required for the implementation of the project.

6.6 The customer shall provide a qualified employee (e.g. project manager, compliance officer) for the entire duration of the service.

6.7 If Robin Data personnel are required to provide services on site at the customer's premises, the customer shall provide them with appropriate work rooms and the work equipment necessary to fulfill the order.

6.8 If the customer fails to perform its tasks and obligations, any delays are not the fault of Robin Data and any additional costs are to be borne by the customer.

6.9 The customer guarantees in the sense of the independent guarantee promise that it does not infringe any third-party rights (e.g. copyrights or trademark rights) when providing the material for performance fulfillment by Robin Data. Robin Data and its vicarious agents are to be indemnified against all claims by third parties which culpably arise due to omissions by the customer.

6.10. The customer undertakes to document defects in our SaaS or offer services as far as possible in a comprehensible manner, describing the errors, their effects or perceived defects, and to submit these records in writing to [support@robin-data.io](mailto:support@robin-data.io).

## **7 Right of use**

7.1 For its software solutions (SaaS solutions) and the additional content that can be booked online, Robin Data grants a simple right of use to the current version of the software offered, including all further developments, updates and upgrades during the term of the contract, for the duration of the respective contractual relationship between Robin Data and the customer.

7.2 The rights of use granted are subject to deferment until full payment of the agreed service remuneration between the customer and Robin Data has been made.

7.3 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.

7.4 The customer may use the Robin Data Community for as long as he maintains his account there or Robin Data discontinues this service. The right to a digital copy of his non-personal data does not exist in either case.

## **8 Remuneration, term and period of notice**

8.1 All prices of Robin Data's services are always net prices, plus the applicable duties and taxes.

8.2 One-off costs are due for payment upon conclusion of the contract and after invoicing by Robin Data.

8.3 Recurring costs are due for payment in accordance with the provision in the offer (annually, quarterly, monthly) at the beginning of the calculation period and after invoicing by Robin Data. Regulations on the type and frequency of cost invoicing can be found in the specific offer or the information in the shopping cart when concluding the online contract for additional content.

8.4 All other services shall be invoiced by Robin Data to the customer, generally at the end of a month, against the proof of services provided agreed in the contract and on the basis of the billing rates specified in the offer (on a daily or hourly basis, together with details of the billing cycle).

8.5 Travel costs and expenses are to be reimbursed irrespective of whether they are stated in the offer, if Robin Data informs the customer in advance within a reasonable period of time of their occurrence and expected amount and the customer does not object to this within 2 working days. Deviating regulations must be defined in the order confirmation.

8.6 Contracts are automatically extended at the end of the contract for a further period as a new contract term as follows:

- Initial contract term 24 months: extension by a new contract term of 12 months
- Initial contract term of 12 months: extension by a new contract term of 12 months
- Initial contract term 1 month: Extension by new contract term 1 month

8.7 The contracts can be terminated with the following notice periods:

- Contract term 24 months: notice period 3 months before the end of the respective contract
- Contract term 12 months: notice period 2 weeks before the end of the respective contract
- Contract term 1 month: can be terminated at any time at the end of the contract

8.9 Should the customer fall into arrears with his payments, we reserve the right to charge reminder fees of 5 euros per reminder invoice issued. We are free to assign the payment and dunning claims to a professional payment service provider or debt collection provider, including by factoring, or to commission them to collect the outstanding payments 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 or less damage.

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

## **9 Warranty**

9.1 Robin Data shall provide the contractually agreed services with the greatest possible care. Should defects occur, the customer must report these immediately in accordance with the provisions of Section 6.10.

9.2 The templates and samples provided by Robin Data Software for your industry are based on templates checked by lawyers, our partners or other technical experts and are created by an intelligent algorithmic process in your client, after registration or also on the basis of special functions to be started. Robin Data assumes no guarantee for their completeness, correctness or suitability to the individual situation of the customer.

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

## **10 Liability**

10.1 Robin Data and our legal representatives and vicarious agents shall only be liable for intent. Liability for gross or slight negligence shall only be accepted if material contractual obligations (i.e.

obligations whose fulfillment is of particular importance for achieving the purpose of the contract) are affected. Liability shall be limited to the foreseeable damage typical for the contract.

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

10.3 If the customer or the third party breaches the obligations set out in Section 6, the customer shall be liable to Robin Data for compensation for the resulting damage, including necessary legal costs. Any copyright infringements by the third party shall be treated as if they had been committed by the customer itself.

## **11 References**

11.1 As part of quality assurance, customers are asked to act as a reference for Robin Data. If the customer allows Robin Data to be named as a reference, we may use the company logo, the company name, the contact person and the 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 all other channels that Robin Data controls. We may also use the references in third-party channels, such as press releases, at trade fairs 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 from the customer.

11.2 The above provision shall continue to apply until 5 years after the end of the contract.

## **12 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: 26.01.2023