

General Terms and Conditions and Conditions of Use

1. Preamble

1.1 The services of timeacle GmbH & Co. KG, Hamburg (hereinafter: „timeacle“) extend to various websites with various top-level domains (timeacle.com, timeacle.de, etc.) as well as to various subdomains and aliases of the corresponding domains and comprise various hardware and software solutions as well as combinations thereof (e.g. appointment and call system, automats, input devices, etc.); hereinafter collectively: the timeacle system.

1.2 The Terms of Use and General Terms and Conditions (hereinafter referred to as a whole as „GTC“) apply to all private users of the timeacle system, i.e. those users who use offers from companies, public authorities, etc. that are arranged via the timeacle system (hereinafter referred to as „users“), as well as to all business users, i.e. all those users who use the timeacle system for business purposes and post offers, appointments, services and information there (hereinafter referred to as „business customers“). Insofar as the following provisions do not expressly distinguish between users and business customers, they apply to both users and business customers.

1.3 timeacle acts exclusively as an intermediary for the offers and information of business customers. The GTC only regulate the contractual relationship between the user and timeacle and the business customer and timeacle. The user and the business customer each conclude a contract with timeacle solely for the use of the timeacle system and for the mediation of the offers and information conveyed via it. When accepting the offers of the business customer, however, the user concludes an independent contract with the business customer. In this contractual relationship between the user and the business customer, the respective GTC of the business customer then apply. timeacle assumes no liability for the GTC and data protection declarations of the business customers or the offers of the business customers themselves.

Furthermore, timeacle does not owe the provision of the services or deliveries specified in the offers of the business customers.

1.4 By registering as a user and/or business customer with timeacle, as well as using the timeacle system as a non-registered user or as an employee of business customers (e.g. operators), you accept the following GTC.

2. Object of the contract

2.1 User

The timeacle system offers users the possibility to retrieve information on offers and services from business customers, to use call systems with waiting numbers and appointment waiting numbers, to query waiting times, to receive and redeem vouchers, to view products and services, to submit ratings and feedback, and to place orders.

2.2 Business customer

The timeacle system offers business customers the opportunity to communicate and or order information, offers and services relating to their company via the timeacle system, in particular call systems with waiting numbers and appointment waiting numbers, vouchers, digital signage systems and products and services. For all offers in the timeacle system, the business customer alone is responsible for the design of the conditions stored for them.

3. Contract conclusion

User

3.1 The timeacle system can also be used by the user without registration. In this case, by using the services of the timeacle system, you also make an offer to conclude a contract for the duration of the use of the timeacle system in accordance with these GTC, which timeacle accepts by providing the services. For the duration of use, the user data is stored in an account that is

only available for the duration of use. The user may view this account at any time and delete it prematurely. All associated appointments will then also be deleted.

3.2 Before using services and offers mediated via the timeacle system, the User may also register via the timeacle website or via a timeacle smartphone app. The user warrants that all data provided is true and complete and is obligated to notify timeacle immediately of any changes to his user data. Pseudonyms or stage names may not be used. Upon registration, the user chooses a password. He is obligated to keep his password secret. timeacle will not reset the password or then pass it on to third parties, unless this is necessary for the fulfillment of the contract or due to legal regulations or court orders. Each user may register only once and create only one user profile. By completing the registration process, the user makes an offer to conclude a contract for the use of the services of the timeacle system. timeacle accepts this offer by activating the user for the services of the timeacle system. Through this acceptance, the contract between the user and timeacle comes into effect.

Business customer

3.3 Before using the services of the timeacle system, the business customer must register on timeacle's website and create a user account (hereinafter: „registration process“). The business customer warrants that all data provided by him during registration is true and complete and is obligated to notify timeacle immediately of any changes to his data. When registering, the business customer chooses a password. He is obligated to keep his password secret. timeacle will not reset the password or then disclose it to third parties, unless this is required for the fulfillment of the contract or due to legal regulations or court orders.

By completing the registration process, the business customer makes an offer to conclude the contract on the use of the services of the timeacle system at the terms and conditions offered by timeacle on the website at that time.

Timeacle then requests the business customer by e-mail to verify his e-mail address and, after successful verification, activates the business customer's user account. By activating the business customer's account for the services of the timeacle system, timeacle accepts the business customer's offer to conclude a contract and the contract between the business customer and timeacle is concluded. The basic contract includes one licence each for display, waiting circle, operator and print station, but no support. After conclusion of this contract, the business customer has the option to order further licences or services (e.g. operator licence, display licence, print station licence, waiting circle licence) at any time. A separate contract shall then be concluded for this purpose.

During the Digital Customer Journey, the user may receive suggestions about vouchers/offers from the business customer. The business customer agrees to this.

4. Prices and terms of payment

User

4.1 For the user, both the non-registered and the registered user, the use of the timeacle system is free of charge, unless expressly agreed otherwise between timeacle and the user. Irrespective of this, however, costs may arise for the user in the respective contractual relationship with the business customer, over which timeacle has no influence. Business customer

Business customer

4.2 For the business customer who concludes the contract with timeacle described in section 3.3, all prices shown on the website of timeacle or in the user account apply plus the statutory value added tax applicable in each case for the corresponding performance period.

4.3 Unless otherwise agreed, all invoice amounts due for the entire term are

due immediately at the start of the term and are payable to timeacle via the payment method chosen by the business customer within fourteen (14) days of the invoice date at the latest.

timeacle is entitled to block the use of the system if the business customer does not fulfil his payment obligation within 7 days after a payment reminder. This does not entitle the business customer to a reduction of the payment amount. After receipt of payment, timeacle will release use again.

4.4 If a fee due cannot be collected or cannot be collected on time for reasons for which the business customer is responsible, the business customer shall bear all costs arising therefrom, in particular bank charges in connection with the return of direct debits and comparable charges of other payment options.

4.5 timeacle is entitled vis-à-vis business customers to adjust the respective prices a maximum of once a year, on 01 March of each calendar year, to changing market conditions or in the event of significant changes in procurement or wage costs, changes in VAT or procurement prices. In the event of price increases that significantly exceed the regular increase in the cost of living, the customer shall be entitled to terminate the contract.

5. Term and termination of the contract

User

5.1 The contractual relationship between timeacle and the registered user shall exist for an unlimited period of time and may be terminated by either party at any time without giving reasons. The registered user does this by deleting his account; this also irrevocably deletes his data. Notice of termination on the part of timeacle shall be sent by e-mail to the e-mail address registered by the user. Furthermore, timeacle has the option to block the user's access to the services of the timeacle system in the event of misuse of the timeacle system. The contractual relationship between timeacle and the non-registered user ends automatically after the expiry of the

appointment booked by the user. The appointment data with the corresponding account will be deleted in accordance with the data protection declaration.

Business customer

5.2 The contractual relationship between timeacle and the business customer shall initially be non-terminable for the business customer for the minimum period of use of the booked services of the timeacle system booked by the business customer. The minimum usage period depends on the selected payment method and is as follows

- for payment by credit card or direct debit (the latter only possible within the euro area): one (1) month,
- for payment on account: twelve (12) months,
- there is no minimum usage period for free contracts

Subsequently, unless otherwise agreed in writing, the booked services shall be automatically extended in each case by the minimum usage period stated, unless they are terminated in good time (as shown below) by the business customer or by timeacle.

The Business Customer or timeacle may terminate the contract without giving reasons by giving two (2) weeks' notice to the end of the initially booked minimum period of use or, after renewal, to the end of the respective renewal period. Free contracts without a minimum usage period can be terminated without a notice period.

Notice of termination must be given in writing by fax to +49 (0)40 - 36 88 00 309 or by e-mail to support@timeacle.com, stating the registered email address and the relevant products (profiles, modules, individual licences, etc.) of the business customer which are to be terminated.

Invoicing shall take place at the beginning of the contract term for the entire minimum usage period. The invoice is due for payment within 14 days.

If products, licenses or services are added during the term of the contract, the

use of which is dependent on an existing main license, billing shall initially take place until the end of the contract term of the main license. Subsequently, the extension described above is carried out analogously to the contract of the main license (e.g. additional operator license within an existing profile).

5.3 Irrespective of paragraph 5.2, timeacle may terminate the contractual relationship at any time without observing a period of notice if there is good cause. Good cause for timeacle exists if the continuation of the contractual relationship with the business customer until the expiry of the notice periods is unreasonable for timeacle, taking into account all the circumstances of the individual case and weighing up the interests of timeacle. Important reasons are in particular the following events:

- Non-compliance with legal requirements by the business customer,
- breach by the business customer of its contractual obligations and/or of the GTC,
- the good reputation of the services offered in the timeacle system is significantly affected by the presence of the business customer,
- the business customer advertises associations or communities - or their methods or activities - that are being monitored by security or youth protection authorities,
- the business customer harms one or more other users and/or business customers.
- the business customer has filed for the opening of insolvency proceedings.

5.4 In the event of good cause in accordance with clause 5.3, timeacle may also impose the following sanctions on the business customer irrespective of termination in accordance with clause 5.3:

- Deletion of content posted by the business customer,
- Blocking access to the services of the timeacle system.

5.5 In the event of termination of the contractual relationship or blocking of the business customer for the timeacle system, the business customer shall not

be entitled to a refund of fees already paid to timeacle. Fees that have not yet been paid but have already become due must be paid to timeacle immediately by the business customer despite termination/blocking.

6. Rights and obligations of use

User

6.1 The user may only use the timeacle system within the scope of the possibilities provided by timeacle, the GTC and legal provisions.

6.2 The User may not enter his own and/or third-party content or information into the timeacle system with the exception of submitting a rating or comment on the appointment and/or service booked by him.

6.3 By submitting a rating/comment in the timeacle system, the user grants timeacle, free of charge and for an unlimited period of time, a spatially unrestricted right of use to the rating/comment, in particular to use, reproduce, publish and distribute the rating/comment worldwide and/or to incorporate the rating/comment in question into other works, media or technologies, regardless of whether they are currently known or have yet to be developed, in whatever form.

6.4 The user must ensure that all ratings/comments submitted by him/her in the timeacle system are free of third-party rights and do not infringe third-party rights.

6.5 The user is obliged

- to provide only true and non-misleading information in his/her profile and not to use pseudonyms or stage names,
- Cancel or reschedule bookings and reservations within a reasonable time before the event if the user is unable to make the booking or reservation,

- to observe the applicable laws and all rights of third parties when using the contents and services in the timeacle system.

In particular, the user is prohibited from

- posting insulting, defamatory, pornographic, violence-glorifying content or content that violates youth protection laws in his rating/comment,
- making unfounded or irrelevant bookings, reservations or other services of the timeacle system that cause damage to business customers or timeacle itself,
- using mechanisms, software or scripts in connection with the use of the timeacle system, except for the interfaces and software provided by timeacle in this regard,
- block, overwrite, modify, copy the timeacle system, unless this is necessary for the proper use of the services of the timeacle system.
- any action that is likely to impair the functionality of the timeacle infrastructure, in particular to place an excessive load on it. timeacle is not obliged to monitor ratings/comments and check their legality. However, if there are indications of a legal violation, timeacle will delete the rating/comment immediately.

Business customer

6.6 The business customer may only use the timeacle system within the scope of the options provided by timeacle, the contractual/order conditions and GTC as well as the statutory provisions.

6.7 By placing information and other content in the timeacle system, the business customer grants timeacle, free of charge and for the duration of the contractual relationship, a spatially unrestricted right of use to the content stored and made available in the timeacle system, to use this information/content (in whole or in part), including its content (such as images), worldwide, to publish, to distribute, to display and/or to integrate the information/content in other timeacle works, media or technologies.(e.g. images) worldwide, to publish, distribute, display and/or incorporate the

information/content in question into other timeacle works, media or technologies, regardless of whether they are currently known or are yet to be developed, in whatever form.

6.8 The business customer must ensure that all content/information posted and stored by him in the timeacle system is free of third-party rights and does not infringe third-party rights. If the business customer posts content/information in the timeacle system which is not his own or which concerns his own rights, he must ensure that he has himself granted in advance all the rights required for the granting of rights to timeacle under clause 7.7 from the respective third parties. This applies in particular to rights to purchased images, third-party texts and/or if general personal rights of third parties may be affected.

6.9 The business customer is obliged

- to provide only true and non-misleading information in his/her profile and communication with users and/or timeacle,
- to observe the applicable laws and all rights of third parties when using the contents and services in the timeacle system,
- to show all prices for users including the statutory VAT and to show all costs associated with an order in the offer.

6.10 The Business Client is in particular prohibited from,

- use insulting or defamatory content
- use content that is pornographic, glorifies violence or violates youth protection laws or advertise, offer or distribute products that are pornographic, glorify violence or violate youth protection laws,
- users, other business customers and/or timeacle unreasonably (in particular through spam) (cf. Section 7 of the Unfair Competition Act UWG),
- to use content protected by law (e.g. by copyright, trademark, patent, design or utility model law) without being entitled to do so, or to advertise, offer or distribute goods or services protected by law, as well as

- engage in or promote anti-competitive activities, including progressive canvassing (such as chain, snowball or pyramid schemes),
- to use other mechanisms, software or scripts in connection with the use of the timeacle system, except for interfaces and software that are explicitly made available to him by timeacle in this regard,
- block, overwrite, modify, copy the timeacle system, unless this is necessary for the proper use of the services of the timeacle system.
- any action that is likely to impair the functionality of the timeacle infrastructure, in particular to place an excessive load on it.

7. Copyright

The user and/or business customer is aware that all rights to the timeacle system itself (in particular the database, layout of the website, text contributions by timeacle) as well as content published by timeacle, in particular the rights of use and exploitation under copyright law, belong to timeacle. All rights to content/information posted by the business customer either belong to the respective business customer or are granted to timeacle and/or the business customer. Duplication, processing, distribution and any kind of exploitation therefore require the prior written consent of timeacle, unless it is a copyright-permissible exploitation as defined in §§ 44a ff. of the German Copyright Act (UrhG). Insofar as timeacle's own rights are not affected, but rather the rights of business customers to which the business customers have merely granted timeacle the rights of use, timeacle will inform the business customer immediately so that he can protect his rights.

8. Liability of timeacle

8.1 With regard to users registered in the timeacle system, timeacle cannot technically determine whether a user actually represents the person the user claims to be. timeacle does not verify the identity and legal capacity of users and therefore provides no guarantee for the actual identity of a user.

8.2 timeacle assumes no responsibility for the content, data and/or information provided by business customers in the timeacle system and is not liable for the accuracy, quality or completeness of the content, data, information and offers provided by business customers in the timeacle system or content on linked external websites. This also applies to data stored in the system by the business customer, e.g. personal data of its end customers/users or its employees.

The graphics, photographs and video content used in connection with the respective offers serve to illustrate the respective offers. The actual illustrations are therefore non-binding and may vary.

8.3 The publication of content by business customers does not constitute a statement of opinion or fact by timeacle, and in particular timeacle does not adopt this content as its own. Likewise, the content of a rating/comment submitted by the user does not represent an expression of opinion or statement of fact by timeacle and timeacle does not adopt this as its own. Liability on the part of timeacle for ratings/comments is excluded.

8.4 Insofar as timeacle is responsible under the applicable legal provisions for the content of the pages provided by timeacle itself, this does not include the obligation to monitor transmitted or stored third-party information or to investigate circumstances that indicate illegal activity. Obligations to remove or block the use of information in accordance with general laws remain unaffected by this. However, liability in this regard is only possible from the point in time at which a concrete infringement of the law becomes known. Upon becoming aware of corresponding legal infringements, timeacle will remove this content immediately.

8.5 In all other respects, any liability on the part of timeacle is excluded unless the damage is due to a grossly negligent breach of duty on the part of timeacle or an intentional or grossly negligent breach of duty on the part of a legal representative or vicarious agent of timeacle.

8.6 Notwithstanding the limitation of liability in clause 9.5, claims against

timeacle (including its vicarious agents) in cases of slight negligence only exist if a cardinal obligation (essential contractual obligation) has been breached. A cardinal obligation is an obligation which the user and/or business customer could reasonably rely on being complied with and the fulfilment of which is a prerequisite for the proper performance of the contract. In this case, claims are limited to the amount of the typical foreseeable damage.

8.7 Claims for injury to life, limb or health based on a negligent breach of duty by timeacle or an intentional or negligent breach of duty by a legal representative or vicarious agent of timeacle, as well as claims under the Product Liability Act, shall also remain unaffected by the above limitations of liability.

9. Indemnity

9.1 The user and/or business customer shall indemnify timeacle against all claims, including claims for damages, asserted by other users and/or business customers of timeacle or other third parties against timeacle due to an infringement of their rights by the content and/or information posted by the user and/or business customer in the timeacle system and/or by the use of the services of the timeacle system by the user and/or business customer.

9.2 The user and/or business customer shall bear all costs incurred by timeacle due to an infringement of third party rights, including the reasonable costs incurred for legal defence. All further rights and claims for damages by timeacle remain unaffected.

9.3 If the rights of third parties are infringed by the content/information of the user and/or business customer, the user and/or business customer shall, at the discretion of timeacle and at the expense of the user and/or business customer, procure the right to use the content, render the content free of

proprietary rights or immediately cease the unlawful use upon request by timeacle.

10. Availability

The user and/or business customer acknowledges that 100% availability of the timeacle system cannot be technically realised. Maintenance, updates, etc. as well as events beyond the control of timeacle (such as disruptions to public communication networks, power failures, etc.) can lead to disruptions or the temporary suspension of services in the timeacle system. However, it is in the interest of timeacle to make the timeacle system available as constantly as possible. The user and/or business customer cannot derive any rights against timeacle from such disruptions or the temporary cessation of the timeacle system, in particular no claims for damages or repayment.

timeacle points out that the number of accesses per time unit is limited to the timeacle installation of the business customer (profile) in order to avoid system failures due to overload (also by means of targeted attacks). For business customers who expect an above-average number of accesses, timeacle offers individual solutions by arrangement.

11. Modifications of the timeacle system services

timeacle reserves the right to change, suspend or completely discontinue the services offered in the timeacle system, to offer different services or to charge the user for their use. In the event of a chargeable arrangement of the timeacle system for the user, timeacle will inform the user of the costs in good time in advance and obtain the user's consent. If the user does not agree to a chargeable use, timeacle will terminate the contract accordingly.

12. Warranty for hardware purchased via timeacle

timeacle sells hardware exclusively to business customers.

For sales to business customers, the warranty period is one year.

Business customers must inspect the goods upon receipt in order to claim any defects. If defects are found after receipt of the goods, they must be reported to timeacle immediately. Obvious defects such as external damage must be reported immediately. For other defects, an inspection period of 2 weeks is granted.

13. Data protection

timeacle complies with all relevant statutory data protection requirements.

Details on the processing of data are described in the data protection declaration, which is available on the timeacle website.

Timeacle is not liable for data that the user or business customer enters about himself, his employees or his customers (e.g. in comment fields or calendars).

The business customer is responsible for obtaining the consent of his users or employees, if necessary.

14. Support

14.1 timeacle supports its business customers in all questions relating to software, system configuration and hardware. Our support is available for this purpose, the services of which can be found under

[Timeacle-Shop](#)

can be booked.

The business customer must ensure in advance that the system requirements according to the specifications (available on timeacle.com) are met; in particular that an Internet connection with the required minimum bandwidth

per device is available.

The services are charged by the minute.

14.2 Business customers who have booked a support package can contact support@timeacle.com directly with enquiries or conveniently arrange a call-back appointment at www.timeacle.com/support. The support package service includes assistance in the event of malfunctions that shut down the operating process and for which there is no alternative solution (workaround) to remedy the malfunctions or to circumvent them. Hardware faults are not part of the support package.

15. Contact

The user and/or business customer may submit questions and explanations regarding his contract with timeacle or regarding the services of the timeacle system to support@timeacle.com by providing his registered e-mail address.

16. Final provisions

16.1 timeacle reserves the right to amend these GTC at any time, e.g. in the event of changes to the law, changes to economic circumstances, technical changes to the timeacle system or changes to actual processes within the timeacle system. The currently valid version can be found in the timeacle system under GTC. timeacle will notify the user and/or business customer of changes to the GTC in good time via their e-mail address stored in the timeacle system. If the user does not object to the validity of the new GTC within six (6) weeks of notification, the amended GTC shall be deemed to have been accepted by the user and/or business customer. timeacle shall inform the user of his right to object and the significance of the objection period in the notification. timeacle reserves the right, however, to terminate the contract with the user and/or business customer for good cause in the event of refusal to consent.

16.2 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

16.3 The place of performance is the registered office of timeacle.

16.4 The place of jurisdiction for business customers who are merchants within the meaning of the German Commercial Code (HGB) is the registered office of timeacle.

16.5 German law shall apply to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods incorporated into German law.

(As of: 20.07.2023)