

General Terms and Conditions

Version of 27.11.2023

Below, you will find Wikando GmbH's General Terms and Conditions for FundraisingBox in PDF and text format.

1 Scope

These “General Terms and Conditions FundraisingBox” (hereafter referred to as “Terms and Conditions“ or “T&C”) apply to agreements with WIKANDO GmbH, Schiessgrabenstrasse 32, 86150 Augsburg, Germany (hereafter referred to as “WIKANDO”) concerning the FundraisingBox services, as well as services provided by WIKANDO in connection with the provision of FundraisingBox, for current and future individual orders, unless the parties have expressly agreed otherwise in writing or text form. Individual agreements between WIKANDO and the Customer, particularly in specific offers/orders, shall take precedence over these Terms and Conditions where they deviate from them. Such agreements shall be governed by a written contract or a record in text form.

Under the name “FundraisingBox,” WIKANDO provides organizations, companies, foundations, institutions, and parties (hereafter referred to as “Customer”) with a digital fundraising platform featuring functions and integrations for payment processing, donation and data maintenance, donor communication, relationship management, task management, and automation of organizational processes.

Alongside FundraisingBox, consulting and project services covering communication, web design, content management, customer relationship

management, and payment can be commissioned from WIKANDO by mutual agreement.

FundraisingBox is made available by WIKANDO solely for use via the Internet. FundraisingBox is not aimed at consumers.

2 Contract conclusion, access details, account holder

2.1 The contract for the services of FundraisingBox is concluded by the Customer confirming the online contract form provided by WIKANDO.

2.2 After a contract has been concluded, WIKANDO will verify whether the Customer corresponds to WIKANDO's values within the meaning of clause 3.3. The parties have an extraordinary right to terminate without notice until fourteen (14) days after the contract conclusion.

2.3 If the contract with WIKANDO is concluded by the applicant on behalf of an organization, company, or other legal entity of the Customer, the applicant warrants that he or she is authorized to make binding declarations to conclude this contract as a representative on behalf of this Customer.

2.4 When concluding the contract with WIKANDO, the Customer generates a password itself, which is mandatory for using the FundraisingBox in combination with the email address provided. This initial access data will be assigned to the Customer's authorized representative. The Customer hereby confirms that this authorized user is entitled to make legally binding declarations on behalf of the Customer during the contract duration, to order or cancel additional FundraisingBox services, or to commission further consulting and project services (in these

Terms and Conditions, this user or the respective access details is referred to as the “Account Holder”). The Account Holder must order services in text form or as a booking via the FundraisingBox store. The Account Holder must also terminate services in text form.

2.5 Only the Account Holder can create additional users in the FundraisingBox, depending on the scope of services booked. The respective users can maintain their usage data in FundraisingBox independently. However, they are only authorized to represent the Customer in legal transactions and to commission further services if the Account Holder has transferred such authorization rights.

2.6 On the part of the Customer, the current Account Holder can make changes to the Account Holder within the FundraisingBox. Upon a change, the current Account Holder loses his or her status as an Account Holder, and the succeeding Account Holder takes his or her place; now, he or she is exclusively authorized to make legally binding declarations on behalf of the Customer within FundraisingBox. If a change of Account Holder by the Customer is no longer possible through the previous Account Holder, e.g., because the previous Account Holder has since left the Customer as an employee, a change request for the Account Holder must be submitted to WIKANDO in writing or text form. WIKANDO reserves the right to request proof of legitimacy from the applicant before making the change.

2.7 The Customer undertakes to keep the user data and passwords of the Account Holder and the other created users secret and obliges all users to maintain confidentiality accordingly. In doing so, the Customer shall exercise no less than the duty of care of a prudent businessperson to ensure that the data is not disclosed to unauthorized third parties.

3 Contractual object

FundraisingBox and WIKANDO values

3.1 With FundraisingBox, WIKANDO offers a software-as-a-service solution featuring various performance and function levels.

3.2 The scope and functions agreed with the Customer shall be based on the arrangements made upon contract conclusion. Subsequent changes are possible by mutual agreement during the contract term.

3.3 WIKANDO upholds the corporate values set out in clause 3.4 and only enters into contracts with customers who share these values. WIKANDO reserves the right to regularly review whether its customers continue to share these values, even after the contract has been concluded. While it is in no way WIKANDO's intention to evaluate the individual commitment of an organization, WIKANDO is convinced that both parties should only enter into or maintain a cooperation if there is sufficient value alignment as the only way to create added value, proximity, and a level of cooperation that is effective. If the Customer's values described in clause 3.4 do not or no longer correspond to those of WIKANDO, WIKANDO is entitled to an extraordinary right of termination without notice.

3.4 WIKANDO's partnerships are focused on positive social impact, diversity, tolerance, human rights, ethics, the environmental, conservational, economic, and social sustainability, the promotion of education and disaster relief as well as an inclusive, respectful society while valuing the diversity of non-profit organizations, their individual goals and supporting them anywhere from regional to global.

WIKANDO does not cooperate with organizations that advocate, support, or practice discrimination based on age, ethnicity, gender, national origin,

disability, race, size, religion, sexual orientation, or socioeconomic background.

WIKANDO also rejects cooperation with religious organizations whose primary goal is spreading a particular faith or who do not offer community engagement for all people regardless of their faith.

WIKANDO also rejects organizations whose content could potentially endanger peaceful democratic coexistence, such as fueling hostility between groups without showing a willingness to engage in dialogue, to settle conflicts, or the deliberate distribution or generation of false information. WIKANDO does neither support anti-democratic tendencies, agitation, or hostility towards groups of people nor climate change denial.

Modifications, additions, or extensions to the FundraisingBox software

3.5 FundraisingBox is based on FundraisingBox software developed by WIKANDO. WIKANDO reserves all rights to FundraisingBox software. The Customer has no right whatsoever to the provision of the FundraisingBox software.

3.6 WIKANDO is constantly developing the FundraisingBox software, e.g., to improve it, add functionalities, change it, or fix bugs. During the contract term, WIKANDO will operate FundraisingBox based on the most up-to-date version of the FundraisingBox software that WIKANDO has publicly released for the operation of FundraisingBox. The Customer agrees that WIKANDO will operate the FundraisingBox using the most recent version of the FundraisingBox software for the duration of the contract. WIKANDO reserves the right to withdraw a new version or individual new features after an appropriate test phase.

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3.7 WIKANDO reserves the right to make modifications, additions, or extensions to the FundraisingBox software and, thus, to the scope of services of FundraisingBox during the contract term. The Customer acknowledges and agrees that this may result in alterations, additions, or extensions in the scope of services of FundraisingBox. If the change is unreasonable for the Customer or jeopardizes the contract purpose, the Customer may terminate this contract subject to thirty (30) days' notice.

3.8 WIKANDO shall inform the Customer in advance of any changes to FundraisingBox associated with the provision of new versions.

Connected third-party services

3.9 FundraisingBox provides the option of integrating third-party services into FundraisingBox. The FundraisingBox software contains a store where all available add-ons ("integrations") and their description can be viewed, whereby their availability to the Customer may depend on the software version booked by the Customer. WIKANDO reserves the right to change the selection of integrations, particularly if the third-party provider adapts or discontinues them. Third-party providers provide these integrations and bear the sole responsibility for them.

Third-party integrations are not a service provided by WIKANDO. The scope of functions, prices, and duration, as well as the terms of use for the provision of the third-party integrations, including their support, are governed by the contractual provisions between the Customer and the third-party provider. WIKANDO assumes no liability or warranty for such third-party integrations.

To be able to use a third-party integration, the Customer requires permission to use the desired integration.

3.10. WIKANDO's scope of services includes a functional interface to the third-party provider's service at the time of contract conclusion. WIKANDO undertakes to re-establish a connection to the third-party provider's service within a reasonable period if the third-party provider changes its services or interface during the contract term, provided this is possible with economically justifiable effort. However, WIKANDO does not guarantee that the services of the third-party provider can continue to be used during the contract term after the third-party provider has changed its scope of services or its interface for accessing its scope of services.

In individual cases, it is possible to conclude the third-party service agreement with a third-party provider within the access to FundraisingBox. Still, the contract for the third-party provider's service is concluded exclusively between the Customer and the third-party provider; WIKANDO does not become a contracting party.

Consulting and project services

3.12. By concluding the contract for FundraisingBox, WIKANDO is not obliged to provide any further consulting or project services for the provision of FundraisingBox as a Software-as-a-Service solution beyond the services specified at the time of the contract conclusion.

3.13. If the Customer requests further consulting or project services in connection with FundraisingBox, such as integrating the donation forms provided with FundraisingBox into the Customer's website, such services shall be agreed upon separately between the Customer and WIKANDO.

3.14. Unless WIKANDO and the Customer have explicitly agreed on providing a work performance at the time of commissioning, WIKANDO shall provide the commissioned consulting and project services as services under Sections 611 et seq. German Civil Code (BGB).

4 Scope of services

4.1 The FundraisingBox software is hosted by WIKANDO or a subcontractor in one or more data centers. WIKANDO shall make FundraisingBox available to the Customer in the agreed scope of services and at the transfer point for use over the Internet. The FundraisingBox software will not be delivered or transferred to the Customer. The transfer point for WIKANDO's agreed services is the router output port to the Internet at the data center.

The scope of services of the booked contract, including additional functionalities, is set out in the service description of the booked scope of services. Further services are not part of the contract but must be booked subject to a separate offering.

4.2 Customers with a fixed-term contract may request and order changes to their scope of services via WIKANDO's customer support. If the Customer upgrades to a larger scope of services during an ongoing billing period, the Customer may enjoy the additional functions from when the account is upgraded. If the customer decides to downgrade to a version

with a lower scope of services, any payments already made for the previous scope of service will not be refunded.

4.3 FundraisingBox is not available during the regular and irregular maintenance windows required for the operation and hosting of FundraisingBox. WIKANDO has a regular weekly maintenance window from Tuesday, 09:00 p.m. to Wednesday, 03:00 a.m. CE(S)T. During this maintenance window, the FundraisingBox services may not be available to the Customer.

4.4 WIKANDO endeavors to carry out maintenance work exclusively within the regular maintenance windows so that the availability of the FundraisingBox software is minimally impaired. In urgent cases, for example, in the event of a system failure or to install security-relevant patches, WIKANDO reserves the right to carry out maintenance work at short notice within the service hours, in which case the use of FundraisingBox may be restricted or barred for the duration of this maintenance work.

4.5 In the event of interruptions resulting from force majeure, including strikes or lockouts, FundraisingBox will also be unavailable or only available to a limited extent.

4.6 During the contract term, WIKANDO owes an average availability of the FundraisingBox software at the transfer point of 98.0 % per calendar year.

5 Performance and cooperation obligations of the Customer

5.1 WIKANDO will provide the Customer storage space in the data centers to store the data transmitted by the Customer.

5.2 WIKANDO does not assume legal responsibility for storing this data to comply with the statutory retention periods applicable to the Customer, such as those under commercial and tax law. It is the Customer's sole responsibility to ensure that the data transmitted by the Customer to FundraisingBox or the data received or retrieved by the Customer from FundraisingBox is stored correctly and in a legally secure manner on its systems.

6 Support services & troubleshooting

6.1 Support requests related to FundraisingBox can be submitted to WIKANDO via a contact form on the website. They will be processed from Monday to Friday from 10:00 a.m. to 5:00 p.m. ("support hours"), excluding public holidays in Bavaria, Germany, August 8th, and December 24th and 31st each year.

6.2 Fault reports, such as technical problems, can also be sent to WIKANDO via a contact form on the website. The Customer shall notify WIKANDO of any faults resulting from the malfunction, including any reasonably recognizable information to the Customer relevant to the fault analysis.

6.3 Within the scope of troubleshooting, WIKANDO is responsible for maintaining the commissioned services of FundraisingBox, that is, eliminating any defect (error) that occurs.

6.4 WIKANDO's services shall be deemed to be defective if, when used as intended, such services deviate from the agreed quality in such a way that the contractual functionalities are not fulfilled or are only fulfilled to a limited extent or do not function properly in any other way so that

contractual use is no longer possible or is more than insignificantly impaired.

6.5 WIKANDO shall rectify a reported defect within due course.

6.6 If the error correction fails within a reasonable period and for reasons for which WIKANDO is responsible, the Customer may reduce the agreed remuneration by a fair amount for the further period during which the affected FundraisingBox services remain only available with errors.

6.7 The right to extraordinary termination remains unaffected.

7 Referencing or embedding the FundraisingBox logo in applications and forms

7.1 Unless it has not been explicitly agreed between the Customer and WIKANDO that the FundraisingBox logo will neither be mentioned nor integrated in the applications and forms provided via FundraisingBox (so-called white-label versions), WIKANDO is entitled to refer to FundraisingBox by mentioning it or to incorporate the FundraisingBox logo in the applications and forms provided via FundraisingBox which the Customer integrates into its website. Such reference can be made by statements like “A secure service of FundraisingBox” or any other text at WIKANDO's discretion.

7.2 The Customer is not permitted to remove this reference or an integrated FundraisingBox logo from the applications and forms.

7.3 If the Customer removes a reference to FundraisingBox or an integrated logo from a provided application or form and does not undo the removal within a reasonable period set by WIKANDO after being requested to do so

by WIKANDO, WIKANDO shall be entitled to terminate the contract without notice for good cause.

8 Performance and cooperation obligations of the Customer

8.1 The Customer shall appoint a responsible person known by name as the contact person. This contact person shall provide all information required to execute the contract. Furthermore, this person is considered authorized to make legally binding decisions. The Customer may name additional contact persons. Any changes to the contact persons must be communicated immediately.

8.2 The Customer must ensure the technical requirements for using FundraisingBox itself.

8.3 The Customer shall be responsible for providing a connection to the Internet with sufficient bandwidth and for using a secure Internet connection for FundraisingBox.

8.4 The Customer shall be responsible for providing the authorized users with the necessary Internet access, enabling them to use the FundraisingBox services.

8.5 For optimal use of FundraisingBox and the features provided, the Customer shall use the Google Chrome, Mozilla Firefox, Microsoft Edge, or Safari browser in its current or, at most, the previous main version. The use of cookies must also be permitted in the browser settings used. Furthermore, a screen resolution of at least 1280 px is required to use FundraisingBox. If the Customer does not meet these technical

requirements, the usability of FundraisingBox may be restricted. WIKANDO is not responsible for these restrictions.

8.6 The Customer shall keep its access details or those of its users to FundraisingBox secret, protect them from access by unauthorized third parties, and not pass them on to unauthorized users. The Customer must inform its users of this duty of confidentiality and oblige them to keep their access details confidential accordingly.

8.7 If the Customer has reason to believe that unauthorized third parties have gained knowledge of the access details, the Customer shall immediately inform WIKANDO of this circumstance.

8.8 If the Customer transmits data to FundraisingBox, the Customer shall make a backup of this data on its own systems before transmission. In the event of data loss, the Customer shall transfer the data back to FundraisingBox at its own expense.

8.9 The Customer is responsible for implementing state-of-the-art IT security measures and will thus ensure that no harmful data or files, so-called malware, such as viruses, spyware, or Trojans, are transmitted to WIKANDO by the Customer or its users. The Customer must also observe the provisions of the General Terms of Use / Acceptable Use Policy attached as Annex 1.

8.10. The Customer is responsible for the professional technical setup of FundraisingBox provided and its administration, regardless of whether customer support is available to assist with setup and administration. These include, in particular,

- Wikando direct debit
- Bank Sync

- Smart search
- Donation receipt processes (e.g., creation, dispatch)
- Email processes and automation (e.g., selection, configuration, double opt-in, automation)
- Use of external services (e.g., mail server)
- Import / Export
- Tool configurations of forms and donation campaigns
- APIs
- Advice on payment services
- Inquiries concerning data protection on the organization's website

8.11. The Customer must inform WIKANDO immediately in text form of any service disruptions and justify this information with a comprehensible description. The Customer is also obliged to support WIKANDO to a reasonable extent in identifying and rectifying errors in the event of a service disruption. WIKANDO is entitled to present the Customer with a reasonable fix and eliminate the root cause later by adapting FundraisingBox.

9 Exclusion of benefits

9.1 Unless expressly agreed otherwise between WIKANDO and the Customer in text form, the modification of FundraisingBox to customer-specific requirements is not owed by WIKANDO under this agreement.

9.2 Disruptions, restrictions, delays, and other problems resulting from using the Internet or third-party connected services shall not be borne by WIKANDO unless WIKANDO is culpably responsible for them.

10 Rights of use

10.1 WIKANDO grants the Customer a non-exclusive, non-transferable right to use the agreed FundraisingBox services for the Customer's internal business purposes to the contractually agreed extent for the contract term. These rights of use also extend to affiliated companies, associated companies, holdings, and subsidiaries within the meaning of Section 271 of the German Commercial Code (HGB), Sections 15 et seq. of the German Stock Corporation Act (AktG), or the respective applicable corporate law provisions to affiliated companies, associated companies, holdings, and subsidiaries.

10.2 The maximum number of users authorized to access and use the service is the contractually agreed number of users within the scope of the agreed rights of use.

10.3 The Customer is not entitled to use FundraisingBox beyond the contractually agreed permitted use or to allow other organizations, companies, or third parties to use it for their purposes. The Customer must also observe the provisions of the General Terms of Use / Acceptable Use Policy attached as Annex 1.

10.4 If the Customer has commissioned WIKANDO for consulting and project services, the Customer shall receive a non-exclusive, non-transferable right to use the results of the services solely in connection with FundraisingBox. WIKANDO also reserves the right to make the results of individual services available to other customers or to use them for its future products.

11 Commission

11.1 The customer shall bear the costs for the FundraisingBox services agreed upon at the time the contract is concluded. The remuneration is based on the prices agreed in the individual order. The remuneration may consist of a flat rate and/or a variable remuneration depending on the volume of use, together with any setup fee.

11.2 WIKANDO also surcharges certain services defined when the contract is concluded, such as a transaction fee for payments for which a FundraisingBox payment extension is used. Such transaction fee depends on the variant booked. WIKANDO provides information on the respective surcharges in the booking form, to be signed by the Customer upon conclusion of the contract.

11.3 Payment may be made monthly or annually, depending on the individual order.

In the case of monthly payment, the usage period begins on the day the account is activated and ends after one month. Payment is due on the first day of the contractually agreed usage period and in subsequent months on each day of the month corresponding to this day.

With annual remuneration, the period of use begins when the account is activated and ends after one financial year. The remuneration is based on the 12-fold monthly remuneration due at the beginning of the first day of the contractually agreed usage period.

11.4 WIKANDO is entitled to adjust the remuneration rates and fees for the agreed services not more than once a year to reflect changing market conditions and significant changes in procurement costs or VAT, effective from the next invoicing period.

Notwithstanding the above provision, the service affected by the increase in remuneration or the FundraisingBox contract as a whole may be terminated in text form within one month after receipt of a request for an increase if the increase takes place within the last month of the billing period. In such a case, the contract shall be settled pro rata at the remuneration valid prior to the notice of increase.

11.5 All prices quoted are subject to VAT at the applicable rate unless the transaction is exempt from VAT. It is the Customer's responsibility to prove VAT exemption. In case of any doubt, the Customer is obliged to pay the VAT.

11.6 The Customer agrees that WIKANDO will only provide its invoices to the Customer online through the FundraisingBox for download or by email. Default of payment occurs thirty (30) calendar days after the due date.

11.7 If the Customer has chosen SEPA direct debit as the payment method, WIKANDO shall inform the Customer of the execution of the direct debit in the invoice text in due course. WIKANDO will notify the Customer of the SEPA direct debit collection before its execution with a reasonable lead time. However, both parties agree that the period for advance notification of the SEPA direct debit shall be reduced to five (5) days.

11.8 If the Customer has given WIKANDO a direct debit authorization and if collection in favor of WIKANDO does not take place (return debit note) due to the Customer's instigation (e.g., revocation), the fees and expenses imposed on WIKANDO for the return debit note shall be borne by the Customer.

11.9 The Customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that its counterclaims are undisputed or have been legally established.

12 Data protection

12.1 WIKANDO and the Customer undertake to observe the statutory provisions applicable to data protection, to take the necessary measures for this purpose, and to monitor compliance with them on an ongoing basis.

12.2 WIKANDO undertakes the utilization of personal data exclusively for the purposes of the FundraisingBox contract.

12.3 Insofar as personal data is collected, processed, or used by WIKANDO on behalf of the Customer within the scope of this agreement, WIKANDO shall provide the Customer with a data processing agreement as per Article 28 GDPR, which shall be concluded separately.

12.4 The Customer, as the responsible body, collects, processes, or uses personal data for itself and is, therefore, solely responsible for the lawfulness of the data collection and use as well as the data processing itself and for the data transfer to WIKANDO. The Customer undertakes to obtain the necessary consent from the persons concerned insofar as it collects, processes, or uses personal data from such persons while using FundraisingBox.

12.5 The Customer permits WIKANDO, to the extent permitted by law, the anonymized evaluation of the donor and donation data stored in FundraisingBox for the Customer, e.g., for statistical purposes, as well as the exploitation of the evaluation results by WIKANDO.

13 Defects

13.1 In the event of only minor deviations from the agreed quality or only minor impairment of usability, WIKANDO shall not be liable for material defects and defects of title. In particular, claims for defects shall only exist if,

13.1.1 during the contract term, the intended use of FundraisingBox by the customer is more than insignificantly impaired or

13.1.2 if the work does not have the agreed quality at the time of transfer of risk to the Customer and at the same time has a more than insignificant defect, in the event WIKANDO has assumed the provision of a work performance.

13.2 WIKANDO shall only be liable for defects that already existed at the time FundraisingBox was granted to the Customer and if WIKANDO is responsible for these defects.

13.3 WIKANDO shall be entitled to remedy a defect at its own discretion, either by rectification, bypassing (subsequent improvement), or by replacement delivery.

13.4 All claims for defects relating to the impairment of the intended use of FundraisingBox shall become time-barred one year after the date the Customer became aware of the defect or should have become aware of it without gross negligence. Claims for defects due to a work performance provided by WIKANDO for the Customer shall become time-barred one year after acceptance of the work performance concerned.

13.5 Notwithstanding the above limitation rule, the statutory limitation provisions shall apply if WIKANDO has fraudulently concealed the defect,

has caused the defect intentionally or through gross negligence, or has expressly warranted the absence of the defect.

13.6 WIKANDO shall only pay compensation for damages or reimbursement of futile expenses due to a defect within the limits set out in clause 14.

14 Liability

14.1. Irrespective of the legal grounds, WIKANDO shall only be liable for damages or compensation for fruitless expenditures in the full amount for damages resulting from injury to life, body, or health which are based on an intentional or negligent breach of duty by WIKANDO, or an intentional or negligent breach of duty by a vicarious agent or a legal representative for damages which WIKANDO or a vicarious agent or legal representative of WIKANDO has caused intentionally, or through gross negligence, and in the absence of guaranteed quality.

14.2 In the event of a breach of a material contractual obligation, WIKANDO's liability shall be limited to the damage typical for the contract and reasonably foreseeable at the time of concluding this offering unless one of the cases listed in clause 14.1 applies.

14.3 Any further liability of WIKANDO for damages or reimbursement of fruitless expenditures is expressly excluded. However, liability under the German Product Liability Act remains unaffected.

14.4 WIKANDO and the Customer agree that a maximum of €5,000.00 (five-thousand) per case of damage, but a maximum total of €20,000.00 (twenty-thousand), except in the case of direct personal injury, shall be sufficient to cover the typical contractual damage to be compensated that

was reasonably foreseeable at the time the contract was concluded. The Customer shall inform WIKANDO without delay before the contract conclusion if there is a higher risk of damage so that the parties can negotiate a corresponding adjustment of the liabilities before signing the contract.

15 Term and termination

15.1 The contractually agreed services shall initially be provided for the duration agreed in the contract and from the date specified in the contract. Contracts with a contract term of one month can be terminated with a notice period of two (2) weeks to the end of the contract period by a person authorized for the account. Contracts with a 12-month contract term can be terminated at any time by either party in writing with a notice period of three (3) months to the end of a contract year unless otherwise agreed in the individual order. Termination by the Customer can only be carried out by a person authorized for the account. The contract is extended by another twelve (12) months if not terminated at the end of a contract year.

15.2 The right to extraordinary termination for good cause remains unaffected.

15.3 If the Customer terminates the contract for good cause for which WIKANDO is responsible, WIKANDO shall reimburse any prepaid remunerations pro rata.

15.4 An important reason for an extraordinary termination by Wikando exists, in particular,

i) if the Customer is wholly or partially in default of payment of a due remuneration for more than thirty (30) calendar days (based on the date of receipt of payment by Wikando);

ii) if, upon request, the customer does not immediately provide his billing data at the beginning of the contractual relationship after a free trial period has ended or

iii) if the customer violates the terms of clause 5 of the General Terms of Use / Acceptable Use Policy attached as Annex 1.

In the cases mentioned above, WIKANDO is entitled to terminate the contract after a prior warning and setting a reasonable remedy deadline.

15.5 Any termination for good cause must be in writing or text form; otherwise, termination in text form by sending the notice of termination in electronic form, such as by email, shall suffice.

16 Data deletion at the end of the contract

16.1 The Customer may export personal and donation data in the format specified in FundraisingBox during the contract term. If the Customer requires this data beyond the end of the contract, it is the Customer's responsibility to export their data before the contract ends.

16.2 Upon termination of the contract, the data stored in FundraisingBox shall no longer be available to the Customer, irrespective of the legal grounds.

16.3 Within four (4) weeks after termination of the contract and upon request, WIKANDO shall provide the Customer with the personal and

donation data available in FundraisingBox on a data carrier and against payment of an appropriate fee applicable at that time. If a request is made at a later date, the data can no longer be made available.

17 Subcontractor

17.1 WIKANDO may provide the services owed under this contract (e.g., hosting or support services) through subcontractors.

18 Final provisions

18.1 The Customer's general terms and conditions shall not become part of the contract.

18.2 Amendments or additions to this agreement must be made in text form to be effective. This also applies to amendments to this clause.

18.3 If a provision of this agreement is or becomes invalid or incomplete, it shall not affect the validity of the remaining provisions of this agreement. In this case, the parties undertake to replace the affected invalid provision with a valid provision or close the contractual gap with a provision closest to the intended economic purpose.

18.4 The place of performance is the registered office of WIKANDO.

18.5 The law of the Federal Republic of Germany shall apply, excluding all conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.6 Unless a statutory exclusive place of jurisdiction exists, the exclusive place of jurisdiction shall be at the registered office of WIKANDO, Germany. Nevertheless, WIKANDO remains entitled to file an action at the Customer's registered office.

Annex: Annex 1 - General Terms of Use/Acceptable Use Policy

Earlier T&C versions: [T&C version of 06/29/2023](#)

[T&C version until 06/29/2023](#)

[T&C version of 03/31/2011](#)

Annex 1 - Acceptable Use Policy

Version of 27-11-2023

The Acceptable Use Policy is a mandatory component of the General Terms and Conditions (T&C), to which it is attached, and regulates details of the use of services Wikando provides to customers. Each customer undertakes to comply with the following:

1. The customer may only use the services of Wikando GmbH within the framework of the applicable national and international regulations.
2. Any activities that attempt to circumvent the security precautions of the system or an account or that can be described as hacking or cracking are prohibited.
3. The customer shall take the necessary measures to prevent unauthorized access to its systems and the spread of viruses.
4. The customer is responsible for the content of all data sent via its Internet connection.
5. The customer undertakes not to use the services of Wikando GmbH in any way to support the following activities:
 - Violation or incitement to violate the rights of others;
 - Unlawful, privacy invading, infringing, defamatory, or fraudulent purposes;
 - Discrimination based on age, ethnicity, gender, national origin, disability, race, size, religion, sexual orientation, or socioeconomic background;
 - Propagation of a particular faith and/or no community engagement for all people regardless of their faith;
 - Fueling hostility between groups with no willingness to engage in dialogue to resolve conflicts or deliberately spreading and/or generating false information;
 - Support of anti-democratic tendencies, agitation, or hostility towards groups of people or climate change denial.