

This text is for information purposes only for international customers; in case of questions of interpretation the German version shall prevail.

## General Terms and Conditions for the Use of LamaPoll

### Preamble

You can use our online tool LamaPoll (hereinafter referred to as: “survey platform”) to conduct online surveys.

In particular, our survey platform allows you to create questionnaires, send invitations and reminder emails to the recipients of your choice in order for them to participate in your surveys (hereinafter referred to as: “survey participants”), and lastly includes functions enabling you to monitor, manage and evaluate your surveys.

Taking the General Terms and Conditions specified in more detail here into account, you can access our survey platform with an identifier of your choice (hereinafter referred to as: “administrative access”) in order to gain access to our survey platform and be able to design all kinds of online surveys, carry them out vis-à-vis others and finally evaluate them (hereinafter consistently referred to as: “conduct online surveys”). The legal relations between you and us on the basis of these General Terms and Conditions for the Use of LamaPoll are named “principal contract” in our separate “Commissioned Data Processing Contract pursuant to Art. 28 GDPR.”

### § 1 Scope

- (1) The General Terms and Conditions outlined here between you and us (Lamano GmbH & Co. KG, Frankfurter Allee 69 in 10247 Berlin; VAT ID: DE235625574), the operator of the survey platform, contain the terms and conditions for your use of our survey platform via administrative access in order to conduct online surveys.
- (2) Furthermore, these General Terms and Conditions shall particularly apply if you yourself set up access to our survey platform for other persons, which is always personal and directly linked to your administration access, meaning you grant these persons access to our survey platform and your data (hereinafter referred to as “user access”) so that these persons can conduct online surveys for you on your behalf; therefore, you make use of these persons so that they can act for you and within your range of duties - including towards us - at your request (hereinafter referred to as “authorized persons”).
- (3) Our General Terms and Conditions shall apply exclusively; we do not acknowledge any terms and conditions proposed by you which conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to their validity in text form. Our General Terms and Conditions shall also apply if we provide you with our services without reservation in the knowledge that your terms and conditions conflict with or deviate from our General Terms and Conditions.

- (4) Amendments to these General Terms and Conditions shall be offered to you in text form no later than two months before the proposed effective date. Amendments can be offered by post, by fax or electronically. You may either accept or reject the amendments before their proposed effective date. Your consent shall be deemed as given if you have not submitted a rejection before the proposed effective date of the amendments. We shall specifically inform you about such deemed approval in our offer. If you are offered amendments to conditions for payable services, you may also terminate the payable services affected by the amendment before the proposed effective date of the amendment without notice and free of charge. We shall specifically inform you about this right of termination in our offer.

## § 2 Registration of your administrative access

- (1) In order to conduct online surveys on our platform, you can apply for administrative access to our survey platform free of charge by visiting the website <https://app.lamapoll.de/register/> and entering a personal e-mail address (which is also the user name for your desired administrative access) and a password in the designated text fields. In addition you will need to consent to the inclusion of these General Terms and Conditions in a user agreement between you and us as well apply for the conclusion of our Commissioned Data Processing Contract pursuant to Art. 28 GDPR, before finally pressing the “create account” button.
- (2) There is no entitlement to set up your requested administrative access on our survey platform.
- (3) Only persons with unlimited legal capacity are eligible to participate in administrative access.
- (4) Administrative access is personal and is not transferable to third parties.

## § 3 Restrictions on administrative access for free use

- (1) Our free administrative access enables you to conduct online surveys using a range of functions, which are defined in more detail in our service description. However, we provide certain additional functions, which are also described in our service description, for a separate fee.
- (2) In order to prevent misuse of our survey platform and to ensure that we are adequately aware of your identity as our contractual partner, we expressly reserve the right, including when you use our exclusively free offers, to collect and check your full name and summonable address in addition to the information you have provided in accordance with §2 (1), if you wish and before we make it technically possible for you to make your planned online surveys technically accessible to survey participants via our survey platform.

## § 4 Conclusion of contract, term, minimum term, termination and automatic extension of contract

- (1) The presentation of our offers and services is not a legally binding offer on our part.
- (2) Your registration for administrative access in accordance with § 2 (1) as well as any possible further orders subsequently placed by you via your administration access or by persons authorized by you via their user access on our website by clicking the "purchase" button are legally individual, binding offers on your part pursuant to § 145 BGB, German Civil Code (registration for administrative access in accordance with § 2 (1) as well as further subsequent orders placed by you via your administrative access or in your name via user access; everything is referred to here as "your application").
- (3) You and/or any persons authorized by you can correct all details and entries relating to your application at any time before sending it as a binding order by using the correction tools provided and explained in more detail in the order process, such as the "change order data" button.
- (4) By clicking on the "create account" button while registering in accordance with § 2 (1), you submit a binding offer
  - (a) for the conclusion of a user agreement with us to set up administrative access for you with the services identified and described just above the "create account" button in accordance with these General Terms and Conditions, and
  - (b) for the conclusion of our Commissioned Data Processing Contract in accordance with Art.28 DS-GVO, which, like these General Terms and Conditions, is available for you to access above the "create account" button on the website mentioned under § 2 (1) and is also attached to our automatic confirmation of receipt by e-mail in accordance with § 4 (7).
- (5) If you click on the "purchase" button on one of the web pages of our survey platform in the event of an order that goes beyond the registration stated in § 2 (1), you place a binding order with respect to the services identified and described directly above this button and in accordance with the procedures mentioned there.
- (6) If a person authorized by you clicks on the "purchase" button on one of the web pages of our survey platform via his or her user access, this authorized person places a binding order for you with respect to the services identified and described directly above this button and in accordance with the procedures mentioned there.
- (7) If we receive an application from you, we shall immediately send you an automatic confirmation of receipt of your application by e-mail, in which all contractual details are listed again for you. This automatic confirmation of receipt merely documents that we have received your application and does not constitute acceptance in the legal sense.
- (8) In the event that we wish to accept an application from you, we shall immediately send you an order confirmation by e-mail. In the rare case that we reject your application, we will promptly inform you of this.
- (9) The user agreement for your right to use administrative access to our survey platform is initially valid for an indefinite period of time and can be duly terminated by you and us at any time with 24 hours' notice, provided that at the time of such termination no other contracts between you and us containing further chargeable services are in effect: see § 4 (10).

- (10) If you have ordered additional chargeable services, your free administrative access can only be duly terminated at the earliest at the end of the term of all additional chargeable services.
- (11) You can find information regarding the minimum terms of our additional chargeable services directly in our product and price information online. The information can also be found during the order process itself: immediately before the option to submit your order and in your automatic confirmation of receipt after placing the order, which you will receive by e-mail with your order. During the term of each additional chargeable service, the additional chargeable service in question may be duly terminated at the earliest at the end of the minimum term applying to the chargeable additional service.
- (12) The right to terminate without notice for good cause remains unaffected by the above provisions.
- (13) Good cause shall be deemed in particular, but not exclusively, to be:
- (a) Violation of duties and/or disregard of prohibitions regulated in § 9.
  - (b) When additional chargeable services are used: Delay of an outstanding payment by more than two months.
- (14) Terminations must always be made in text form. Notwithstanding the above, however, a button for termination within an administrative or user access can be clicked to signal to us that you wish to terminate individual additional services or your entire contract for the use of our administrative access, provided that this button is visually displayed and offered in your administrative access or the user access of your authorized persons for our online platform. If such a button is clicked, we are automatically informed, check your cancellation request and inform you by e-mail when your cancellation request becomes effective.
- (15) Contracts for additional chargeable services with a minimum term of one year are terminable for you and for us with a notice period of 24 hours at the end of the minimum term at the earliest. If no notice of termination is given, the contract term is extended by another year if it is not terminated at least 24 hours before its expiry.
- (16) Contracts for additional chargeable services with a minimum term of one month are terminable for you and for us with a notice period of 24 hours at the end of the minimum term at the earliest. If no notice of termination is given, the contract term is extended by another month if it is not terminated at least 24 hours before its expiry.

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## § 5 User access for persons authorized by you

- (1) In some tariffs you can set up further user access to our survey platform for persons authorized by you (e.g. employees authorized by you for this purpose) via your administrative access in order to personally permit and enable these persons authorized by you to conduct online surveys with effect for and against you, directly and exclusively in your range of duties (including towards us) and also exclusively on your behalf, by using the user access set up by you. It is only permitted to set up and provide such user access to natural persons.
- (2) If you set up such user access, which is always personal and non-transferable, for individual persons authorized by you, an automated e-mail will be sent to the person authorized by you immediately after setting it up to the e-mail address you have previously saved for this authorized person. This e-mail contains a link which the person you have authorized can go to in order to enter and save an access password, which is thereafter required for future legitimization of the person you have authorized on our survey platform via the user access you have set up, so that your authorized person is subsequently able to conduct online surveys on your behalf and for you via this user access.
- (3) You are solely and independently responsible for choosing for whom and to whom you set up and grant such user access and from whom you remove said access.
- (4) You are solely responsible for revoking any user access you have set up at any time via your administration access to our survey platform by blocking or deleting the user access of a person you have previously authorized or alternatively by sending us an individual text message to this effect.
- (5) For technical reasons, your revocation of authorization for a person authorized by you can be processed more quickly via your administrative access to our survey platform, as it is fully automated, than if you send us a text message in the evening or on a weekend, for example, which can only be processed by us the following working day. It is therefore in your best interest to revoke the authorization of your authorized persons via your administrative access to our survey platform if possible and if required, and only to send us an individual text message if our survey platform is unexpectedly not available to you online.
- (6) User access is also personal and is not transferable to third parties.

## § 6 Payments

We shall charge you for any chargeable services that you book by means of an invoice that we shall send to you with a request for payment by bank transfer.

## § 7 Electronic invoicing

We are entitled to send you our invoices for chargeable services as electronic invoices by e-mail pursuant to § 14 para. 1, p. 8 and p. 7 UStG (German VAT Act).

## § 8 Availability of the survey platform

- (1) According to the current state of technology, data communication via the Internet cannot always be guaranteed to be completely error-free and/or available at all times. In this respect, we do not guarantee that the availability of our survey platform will be completely seamless and/or uninterrupted and, as a rule, provide our services with an overall availability of at least 98%.
- (2) Changes to our survey platform, as well as measures which serve to identify and resolve malfunctions, shall only lead to a temporary interruption or impairment of availability if it is absolutely necessary for technical reasons.
- (3) The main functions of our survey platform are monitored on a daily basis. In the event of serious errors - use is not possible or significantly restricted - maintenance shall be carried out as soon as we become aware of the problem. We shall immediately inform you about maintenance work and carry it out in the shortest possible time given the technical conditions.
- (4) If it is not possible to resolve an error within 24 hours, we shall notify you as soon as this becomes foreseeable, stating the reasons and the time period that we expect is needed to resolve the error.
- (5) We do not naturally owe the establishment and maintenance of data connections which are beyond our control, i.e., the data connection between your access environment / IT systems or those of your authorized persons and your survey participants on the one hand and our servers which are properly and functionally connected to the Internet on the other hand.

## § 9 Prohibitions and obligations incumbent on you; your overall responsibility

- (1) To register your administrative access, you are obliged in accordance with § 2 (1) to exclusively use a personal e-mail address of the natural person carrying out the registration and, if applicable, for a legal entity, for another natural person, for a group of natural persons (in particular for a partnership) or for a special fund under public law.
- (2) In particular, you are prohibited from registering administrative access in accordance with § 2 (1) using an e-mail address that differs from the specifications given in § 9 (1) in order to prevent harassment of third parties and misuse of our survey platform and thus to ensure that your administrative access is and remains strictly personal and, for example, that other natural persons are not able to use the "Reset password" function to gain access to your administrative access as would be possible if, for example, instead of a personal e-mail address, a company e-mail account were used to register an administrative access in accordance with § 2 (1), which could then be accessed by several natural persons within the context of normal use.
- (3) You are therefore also obliged to keep the password to your administration access secret, not to share it with or make it available to other persons and to carefully secure your administration access against access by third parties.



If you wish to grant access to other persons who are to be able to use our survey platform on your behalf and with your authorization, you must set up a separate personal user access for each authorized person for this purpose.

Please note: The option of setting up user access for persons authorized by you is not included in all tariffs for the use of our survey platform. If you wish to authorize other persons to use the platform on your behalf, you must always choose a tariff that functionally allows you to do so. Under no circumstances shall you give the access data for your administrative access to other persons to use.

- (4) If you set up a user access to our survey platform for authorized persons (§ 5), you are obliged to exclusively use a personal e-mail address for each person for this purpose, which is individually assigned to each authorized person. In the case of user access, the personal e-mail address of your authorized person will likewise serve as their user name in order to access our survey platform via a user access granted by you.
- (5) You are prohibited from using an e-mail address that differs from the specifications given in § 9 (4) to register user access § 5 in order to prevent harassment of third parties and misuse of our survey platform and thus to ensure that each individual user access is and remains strictly personal and, for example, that unauthorized persons are not able to use the "Reset password" function to gain access to our survey platform on your behalf with effect for and against you, as would be possible if, for example, instead of a personal e-mail address, a company e-mail account were used to register a user access in accordance with § 5, which could then be accessed by several natural persons within the context of normal use.
- (6) You are obliged to ensure through suitable measures that all passwords for each user access of your authorized persons are kept secret, and in particular that they are not disclosed or made accessible to others and that they are carefully secured against access by others.
- (7) You are obliged to ensure through suitable measures that an e-mail address used by you for registration of your administrative access (§ 2) as well as for every registration of user access (§ 5) is lawful with regard to its textual content and does not violate any third-party rights.
- (8) You are obliged to inform us immediately if there are indications that unauthorized access to your administrative access or a user access of yours has been gained. In the event of indications of unauthorized access to a user access of yours, you are also obliged to block any affected user access immediately via your administrative access until the matter has been clarified in detail with us, which you must do by sending us text messages or by calling us.
- (9) You are obliged to ensure that a sub-domain for the technical delivery of your online surveys, which is available in some tariffs, is lawful with regard to its textual content and does not violate any third-party rights.
- (10) You are obliged to update all the data you have stored in your administrative access regarding your identity (for example, names and addresses) immediately and without a separate request should changes occur.
- (11) You are prohibited from registering administrative access in accordance with § 2 (1) as a natural person representing one or more legal entities, another natural person, a group of natural persons (in particular a partnership) or a special fund under public law, if you are neither authorized to do so nor otherwise legally entitled to do so.

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- (12) You are prohibited from registering user access as a natural person representing one or more legal entities, another natural person, a group of natural persons (in particular a partnership) or a special fund under public law, if you as a natural person are neither authorized to do so nor otherwise legally entitled to do so. However, you may set up user accounts exclusively for natural persons, as for security reasons we can only provide you with user access as personal access.
- (13) You are obliged to check and ensure that it is lawful and does not violate third-party rights if and how you conduct individual online surveys via our survey platform in the manner chosen and individually specified by you.
- (14) In particular, you are obliged to ensure that
- (a) the content of the questions you have compiled for your desired online survey,
  - (b) any answer options you have compiled and specified, and
  - (c) all texts you have individually specified to accompany your desired survey are lawful and do not violate any third-party rights.
- (15) You are obliged to ensure that you hold all required rights to all content (texts, graphics, photos, videos) uploaded to our survey platform for the creation of the survey and any subsequent survey maintenance with regard to content, space and for the required period of time in order to save this content on our survey platform and to be able to use it for the online survey chosen and managed by you, and in particular to be allowed to distribute and make it accessible via the Internet. You are also obliged to ensure that this content does not violate third-party rights.
- (16) You are responsible for the use of and activities on our survey platform when you conduct online surveys using our survey platform; especially if you involve and use persons authorized for this purpose.

As you are independently responsible for your actions, you shall not only design your survey content in such a way that it is legally compliant, but you shall also store and update all legally required information, legal notices, legal instructions, legal identification, legal declarations, legal consumer protection information and legally required data in your administrative access with your own data which are accessible there, so that it can always be automatically delivered together with your online surveys to your survey participants (who are defined and chosen by you alone), thus ensuring that you can fulfill all the identification and information requirements incumbent on you when you use our survey platform to conduct online surveys and especially when you contact third parties using our technical infrastructure.

This also applies to any identification that you may have to provide, a legal notice, a privacy statement, for example for your survey participants or a legally compliant e-mail signature from you, if you wish to send e-mails in your name via our survey platform, for example to ask recipients to participate in your survey.

You are therefore also prohibited from using our survey platform to provide third parties with access to online surveys without first providing all the legal documents required for this in your administrative access, so that these can always be delivered to you automatically by our survey platform.

- (17) You alone are exclusively responsible for the persons to whom you provide access to your online surveys using our solely technical infrastructure and the manner in which this is done. If you use our survey platform technically in order to send e-mails to e-mail recipients you have defined, you must check before entering all recipient data and again before sending each email and ensure that the email you intend to



send is lawful with regard to the recipient and with regard to the content of each e-mail specified by you, and does not violate any third-party rights.

- (18) In particular, you are also obliged to check and safeguard the entire admissibility of data protection regulations if you conduct online surveys using our survey platform, as we process your data and all the data of your survey participants exclusively on your behalf and only according to your instructions, and you alone determine the purposes and means of the data processing.
- (19) In the event of violations of the aforementioned regulations, we expressly reserve the right to block your access, your contents and your online surveys. Contractual and statutory rights of termination shall remain unaffected.

## § 10 Indemnity

- (1) You shall indemnify us against all claims that third parties assert against us due to the infringement of their rights resulting from your use of our survey platform.
- (2) You shall assume the costs of our necessary legal defense including all court costs and attorney fees at the statutory rate. This shall not apply if you are not responsible for the infringement.
- (3) In the event of a claim by a third party, you are obliged to provide us with all information and evidence required for the examination of the claims and a defense immediately and truthfully. Claims for damages beyond this shall remain unaffected.

## § 11 Right of revocation for consumers

If you are a consumer, you have a right of revocation. A consumer is any natural person who concludes a legal transaction for purposes that cannot be predominantly attributed to his or her commercial or independent professional activity. With regard to the conditions and legal consequences of the right of revocation, please refer to the separate revocation policy which can be viewed on our website at [www.lamapoll.de](http://www.lamapoll.de).

## § 12 Limitation of liability

We are liable for intent and gross negligence. Furthermore, we are liable for the negligent breach of obligations whose fulfilment enables the proper execution of the contract in the first place, whose breach jeopardizes achieving the purpose of the contract, and which you as the customer regularly trust to be observed. In the latter case, however, we are only liable for the foreseeable damage typical of this type of contract. We are not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

The above exclusions of liability do not apply to injury to life and limb or health. Liability under the German Product Liability Act shall remain unaffected.

## § 13 Final provisions

- (1) Any amendments or additions to these General Terms and Conditions must be in text form. This also applies to the waiver of this text form requirement. The priority of individual contractual agreements shall remain unaffected.
- (2) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the state where you habitually reside shall remain unaffected.
- (3) If you were domiciled or habitually resident in Germany when the contract with us was concluded and either relocated at the time the action was filed or your whereabouts are unknown at this time, the place of jurisdiction for all disputes is our company's registered office in Berlin.
- (4) The exclusive place of jurisdiction for contracts between us and traders, legal entities under public law or special funds under public law is the court in Berlin responsible for our registered office.

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