

## **GENERAL TERMS AND CONDITIONS (GTC)**

Changements May 2020

The essential adjustments concern the extension of the use online in the "web version" of "Five up".

### 1 GENERAL

(a) The "Five up" App (hereinafter referred to as "Five up") is an offer sponsored by Apps with love, SSCG and SRC (hereinafter referred to as "we" or "the Operator").

(b) With Five up, private individuals, organisations and committed people are able to network in the simplest way possible to organise and coordinate operations in the area of volunteer work.

(c) These GTC regulate the use of Five up. Five up is available on Google Play, in the iTunes Store and in web. The access to and the use of Five up shall be subject to the acceptance of and compliance with these General Terms and Conditions (hereinafter referred to as "GTC"). These GTC shall apply to any visitor, user and other persons accessing or using Five up. If you do not agree to these GTC in whole or partially, you are not allowed to use Five up.

### 2 TERMS OF USE

(a) We hereby grant you a non-exclusive, non-transferable, non-sublicensable licence for using Five up in accordance with the provisions of these GTC.

(b) In order to use Five up, you must have attained the age of 14 years or have reached the age required in your country for registering and using our services

(c) When using our services, you may only pursue permitted purposes. By using our services, you are particularly prohibited from infringing the rights of Five up, our users or third parties (including intellectual property rights and other property rights) or transferring abusive, illegal, obscene, slanderous, misleading or unethical contents. We reserve the right to block ore remove contents if this provision is violated.

(d) If you discover a malfunction or error of Five up, you must notify us immediately.

### 3 ACCOUNT

(a) If you create an account for the use of Five up, you must provide information which is accurate, complete and up-to-date and update it continuously. Otherwise, your account will be immediately blocked and your rights of use will be withdrawn.

(b) You are responsible for protecting the password you use for accessing Five up. You agree to not disclose your password to third parties. You must inform us immediately if you become aware of a security breach or a non-authorized use of your account.

### 4 FEES

(a) The use of the Five up App and Web as basic version is free of charge.

(b) We may unilaterally change the prices determined in the schedule of fees at our sole discretion. The schedule of fees on our website is updated continuously. The new prices are charged to new users (including users whose payment has expired and who no longer have access to Five up).

(c) You shall bear the costs for any data plan offered by your mobile phone service provider or network operator and all other fees and taxes in connection with the use of our services.

### 5 AMENDMENTS

(a) We reserve the right to amend the processes and functionalities of Five up as part of our ongoing improvement process at our sole discretion.

(b) We reserve the right to block access to Five up and/or to otherwise restrict the functions or the functionality of Five up.

(c) We reserve the right to unilaterally amend or replace these GTC at any time at our sole discretion. Any amendments made to these GTC will be announced on our website. Users will be asked to accept the current version. If you do not accept the revised GTC, you are no longer allowed to use Five up.

### 6 LIMITATION OF LIABILITY

(a) We are only liable for gross negligence and intent. Otherwise, liability is excluded to the extent permitted by law. We are in particular not liable for damage caused by our assistants or third parties.

(b) We are not liable for indirect or consequential damage, loss of profit, claims of third parties, damage to or loss of data, damage due to interruptions, delays or defects or for a certain technical or economic success.

(c) We reject any liability for contents created by users or information provided by users. Users are responsible for complying with applicable laws, providing true information and refraining from infringing the rights of third parties. Users undertake to indemnify and hold us harmless from and against any costs, lawsuits, damages, losses or other claims arising from their use of Five up.

(d) They are responsible for appropriate organisational, technical and contractual security measures in connection with the provision of access codes, data transmission, misuse by unauthorised persons as well as personal data in accordance with the General Data Protection Regulation. We expressly exclude any liability in this respect.

## 7 MATERIAL WARRANTY

(a) We make no implied or express representations or warranties of any kind regarding Five up, the website or related technology, marketability, suitability for a particular purpose or rights of third parties. The use of Five up will be at your own risk. Five up is provided on an "as is" basis.

(b) We cannot guarantee that Five up is available and functioning without interruption, securely, at any time and anywhere. We undertake to rectify any error or defect, but cannot guarantee that Five up is free from errors, viruses or bugs.

(c) We do not guarantee that Five up does not infringe intellectual property rights, property rights of third parties or the conditions of third-party software included in Five up.

## 8 DATA PROTECTION AND DATA SECURITY

(a) Users of Five up are obligated to comply with applicable data protection laws. By accepting these GTC, you expressly agree to the data privacy policy of the operator [<https://www.fiveup.org/datenschutz>].

(b) Data protection and data security are a top priority for us, which is why we always deploy the proper contractual, technical and organisational measures to ensure compliance with them. We strictly comply with legal provisions.

(c) All data is stored in the Amazon Web Services Cloud. You will find further relevant information at: <https://aws.amazon.com/de/security/>.

(d) As user of Five up, you are responsible for any personal data you process when using Five up. You confirm that you comply with the data protection laws applicable to you.

## 9 REFERENCES

(a) You are not allowed to make reference to Five up or use the corresponding logos without our prior consent.

## 10 TERMINATION

(a) We may, at any time, block access to Five up, withdraw your rights of use and prohibit you from reusing Five up for any reason without giving any prior reason, in particular if you violate the obligations arising from these GTC or the data privacy policy.

(b) If you want to terminate the use of Five up, you can delete the App. After deletion, your right to use Five up expires immediately and you no longer have access to your Five up account. Please also note that you cannot download data from Five up. Please note that we retain anonymous reports and log data even after deletion of your account and reserve the right to make a re-identification if misuse is detected.

(c) These GTC remain in effect even after termination, in particular the data protection obligations, the disclaimer of warranty and the limitations of liability.

## 11 SEVERABILITY

(a) Should individual provisions of these GTC be or become ineffective or unenforceable, they should be replaced with a provision which reflects the intention of the parties. The remaining provisions shall not be affected.

## 12 PLACE OF JURISDICTION AND APPLICABLE LAW

(a) Any dispute arising out of or in connection with these GTC shall be decided by the ordinary courts at the place of business of the operator.

(b) These GTC are governed solely by Swiss law under the exclusion of the Private International Law and the UN Sales Convention.

## DATA PRIVACY POLICY APP AND WEB-VERSION USE OF "FIVE UP"

Data protection and data security are a top priority for us. We strictly comply to the legal regulations. We deploy technical and organisational security measures to protect personal data adequately against unauthorised access, manipulation, loss and erasure. Our technical and organisational security measures are reviewed regularly and adapted to technological progress.

Please read this data privacy policy carefully before using our services (App). This data privacy policy (App) forms an integral part of the "Five

up GTC". By accessing the Five up App, users agree to the collection of data in accordance with this data privacy policy (App). The data privacy policy (website) which is published on the publicly accessible website shall apply for users of the publicly accessible Five up website.

This data privacy policy (App) shall not apply to websites of third-party providers accessible through the Five up App. Five up has no influence on how these companies comply with data protection requirements.

## 1 DATA COLLECTION

(a) We process personal data of users exclusively for the purpose of rendering our services. We collect and process personal data (e.g. names, addresses, gender, e-mail and telephone numbers etc.) from users which they transfer when registering or using the App.

## 2 USE OF DATA

(a) We use personal data of users and member for the following purposes:

(i) to render our services in accordance with the GTC;

(ii) to manage, to analyse, to further develop and to improve our services;

(iii) to inform users about possible changes of your services; and

(iv) for marketing purposes and market research to provide our users and members with information on our products and services or about other companies, which in our opinion could be of interest.

(b) Furthermore, we may generate and use aggregated, anonymous and/or non-personal data resulting from using the services (log data, location data, users' behaviour) and analyse how the services are used in order to improve and expand them as well as for creating statistics and evaluations. This usage data is, in principle, anonymous, but we reserve the right to make a re-identification if misuse is detected.

(c) We are entitled to disclose such aggregated, non-personal data to third parties for the purpose of scientific research.

## 3 SHARING OF DATA

(a) Contact details of users will only be disclosed to third parties if the data is public data, if this is necessary in connection with the use or provision of our services, or if this is done in order to comply with legal obligations or official requirements or this is otherwise legally permitted.

(b) Moreover, it might be necessary for the best possible rendering of services to have certain user data processed by third parties on our behalf. These third parties are only allowed to use the data for purposes in accordance with clause 2 and not for their own purposes.

#### 4 NEWSLETTER

(a) After you have provided your e-mail address, we will send you news about our company, our services and product information from time to time.

(b) We use the software Mailchimp for sending and analysing the opening and click rates of the newsletters as well as application e-mails (e.g. conformation of a login). Mailchimp is an offer of The Rocket Science Group, LLC, 675 Ponce de Leon Ave NE Suite 5000 Atlanta, GA 30308 USA.

(c) The data (e-mail address, name, IP address, date and time of your login, if applicable) is stored on the servers of this provider. However, this provider may not use personal data for other purposes than sending e-mails on our behalf.

(d) You will find further information on the data protection provisions of Mailchimp at: <https://mailchimp.com/legal/>.

#### 5 RIGHT OF ACCESS, RECTIFICATION AND ERASURE

(a) Users are entitled to make a written right of access request. We will provide prompt information on any data processed regarding the user or member concerned, including available details of the origin of the data, the purpose as well as the categories of processed personal data, those involved in the collection and the recipients of the data. Please send the right of access request and a proof of identity to the following address by post: Apps with love, Landoltstrasse 63, 3007 Bern, Switzerland.

(b) Users and members have the right to obtain the rectification of inaccurate data.

(c) Any and all personal data of the user is erased if a user account is deleted, unless an erasure is impossible due to another existing contractual relationship with the user or due to a legal or contractual retention

obligation. Anonymous data of members will continue to be stored in our database and processed for statistics and evaluations.

(d) Users have the right to withdraw a given consent (e.g. within the scope of sending the newsletter) with future effect at any time.

(e) Furthermore, users are entitled to object to data processing which is not based on a contractual relationship or a consent. If the objection refers to the processing for marketing purposes, the personal data will no longer be processed for this purpose.



6 SECURITY NOTICE

(a) We provide users with an encrypted upload possibility on the app in order to enable a secure transfer of information. We cannot guarantee confidentiality for other modes of transfer (e.g. by e-mail). Internet, websites and the electronic transfer of data are considered insecure regarding confidentiality and data security. Unauthorised third parties may access information exchanged through one of the aforementioned channels and data may be damaged or the content of the data may be changed. We do not assume any liability for the security of data transferred electronically.

7 CONSENT AND CHANGES TO THE DATA PRIVACY POLICY (APP)

(a) By using our services you agree to the processing of your personal data in accordance with the data privacy policy (App).

(b) We reserve the right to amend this data privacy policy (App) at any time. The most current version of the data privacy policy published on the App (authorised access) shall apply. Registered users are informed of essential amendments to the data privacy policy platform through an e-mail to the e-mail address provided during registration or through a corresponding note at a suitable place after login with the user account. Users may accept the amendments and additions to this data privacy policy (App) or terminate the contractual relationship next time they log in.

8 CONTACT

(a) Please send your questions to [info@fiveup.org](mailto:info@fiveup.org).