

## TERMS OF SERVICE

This service agreement (hereinafter referred to as the “**Agreement**”) is concluded between Beamy Lake GmbH, Kuefsteingasse 26/23, 1140 Vienna, Austria, commercial register no. 452543f, (hereinafter referred to as “**Beamy Lake**”) and you (hereinafter referred to as the “**Customer**”).

Beamy Lake and Customer together are referred to as the „**Parties**“.

### 1. Scope of Soldupe Cloud Services

- 1.1. Beamy Lake provides the Customer with the services selected by the Customer as part of the ordering process (hereinafter referred to as the “**Soldupe Cloud Services**”).
- 1.2. Beamy Lake operates the necessary server infrastructure to provide the Soldupe Cloud Services.
- 1.3. Beamy Lake will use its best efforts to provide the Soldupe Cloud Services without any interruptions or downtime and shall notify the customer in advance of any scheduled downtime.
- 1.4. Beamy Lake shall only use servers for the provision of the Soldupe Cloud Services which are located in the European Union and therefore subject to the full protection of the General Data Protection Regulation (Regulation (EU) 2016/679).

### 2. Trial Use

- 2.1. The Customer may choose to use the Soldupe Cloud Services for a trial period of 30 consecutive days (hereinafter referred to as the “**Free Trial Period**”). The use of the Soldupe Cloud Services within the Free Trial Period (hereinafter referred to as “**Trial Use**”) is exempt from any subscription fees.

### 3. Subscription Fee

- 3.1. This Section 3 only applies in case the Soldupe Cloud Services are not used within the Free Trial Period.
- 3.2. The Customer undertakes to pay the subscription fees approved by the Customer as part of the ordering process.
- 3.3. The subscription fees for the use of the Soldupe Cloud Services shall be due immediately after conclusion of the Agreement.

### 4. Customer's Obligations

- 4.1. The Customer shall not share his authentication data with any third parties and shall ensure the adequate protection of such authentication data at all times. If the Customer has reason to believe that a third party may have gained access to the Customer authentication data or may otherwise have compromised the Customer's access to the Soldupe Cloud Services, the Customer shall change his authentication data and inform Beamy Lake without undue delay.
- 4.2. The Customer undertakes to create full backups of all data stored on the Soldupe Cloud Services and shall store these backups at a secure location but not on the Soldupe Cloud Services.

### 5. Use of the Soldupe Cloud Services

- 5.1. The Customer shall only use the Soldupe Cloud Services in his private capacity for his own purposes. The Customer may not use the Soldupe Cloud Services for any commercial purposes and may not grant any third party access to the Soldupe Cloud Services other than by using the features of Soldupe Cloud Services that enable the internal or public sharing of data.
- 5.2. The Customer undertakes to use the Soldupe Cloud Services in full compliance with applicable law. In particular, the Customer shall not (i) store any data, content, or communications on the Soldupe Cloud Services that qualify as prohibited pornographic material, violate intellectual property law or incite hatred or violence; (ii) use the Soldupe Cloud Services in any way that may harm or impair the Soldupe Cloud Services, their use by any other customers, or the reputation of Beamy Lake; or (iii) use the Soldupe Cloud Services to prepare or perform any attacks on the security of any third party systems or to send Spam messages.
- 5.3. Beamy Lake shall have the right to delete any of the Customer's data without prior notice that violates this Section 5.

## 6. Right to Data Portability

- 6.1. During the term of this Agreement and during the Post-Contractual Retention Period, the Customer has the right to retrieve a full copy of the data stored by him on the Soldupe Cloud Services.

## 7. Temporary suspension of the Soldupe Cloud Services

- 7.1. Beamy Lake may temporarily suspend the provision of the Soldupe Cloud Services to Customer and block Customer's account in case Beamy Lake has a grounds to believe that the Customer violated Section 5 above. To the extent permitted by applicable law, Beamy Lake shall immediately inform the Customer of the suspension of the Soldupe Cloud Services and the reasons thereof.

## 8. Term and Termination

- 8.1. Unless concluded for Trial Use, this Agreement is effective for one year after its conclusion.
- 8.2. During the Free Trial Period, the Agreement may be terminated by either party without cause at any time without prior notice. This Agreement shall automatically terminate immediately after the Free Trial Period.
- 8.3. Beamy Lake shall have the right to terminate this Agreement for convenience at any time subject to giving one month's prior notice. The Customer shall not have any right to terminate this Agreement for convenience.
- 8.4. Beamy Lake has the right to terminate the Agreement for cause with immediate effect if Customer violates any terms of this agreement. In such case, the Customer does not have a right to reimbursement of any subscription fees.
- 8.5. Data stored by the Customer on the Soldupe Cloud Services will be retained by Beamy Lake for 30 days after the termination of the Agreement (hereinafter "**Post-Contractual Retention Period**"). Unless prohibited by law, after the expiration of the Post-Contractual Retention Period, Beamy Lake shall erase the Customer's data. Data will not be retained if stored during the Free Trial Period.

## 9. Right of withdrawal and instruction on the right of withdrawal

- 9.1. In case this Agreement was not concluded for Trial Use, Customer shall have the following right of withdrawal from this Agreement:

### Instruction on the right of withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Beamy Lake GmbH, Kuefsteingasse 26/23, 1140 Vienna, Austria; telephone: +43 677 618 013 56; email: [contact@beamy-lake.com](mailto:contact@beamy-lake.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

In the case of the supply of digital content which is not supplied on a tangible medium, you will lose your right of withdrawal if the performance has begun with your prior express consent and your acknowledgment that you thereby lose your right of withdrawal.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

## 10. Data Protection

- 10.1. For the purpose of this Section 10, the terms of the General Data Protection Regulation (Regulation (EU) 2016/679) shall apply.
- 10.2. Right to Instruction: Beamy Lake shall process the personal data only on documented instructions from the Customer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which Beamy Lake is subject; in such a case, Beamy Lake shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Beamy Lake shall immediately inform the Customer if, in its opinion, an instruction infringes applicable data protection law.

- 10.3. Confidentiality: Beamy Lake shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 10.4. Data Security: Beamy Lake warrants that it has implemented sufficient security measures to prevent the unlawful use of the personal data or the accessibility for unauthorized third parties. Moreover, Beamy Lake warrants that it takes all measures required pursuant to Article 32 of the General Data Protection Regulation, once applicable.
- 10.5. Sub-Processing: Beamy Lake shall inform the Customer of any intended changes concerning the addition or replacement of other processors or sub-processors (hereinafter collectively “**Sub-Processors**”), thereby giving the Customer the opportunity to object to such changes. The list of current sub-processors is set out in **Annex A**. Where Beamy Lake engages another Sub-Processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this Agreement shall be imposed on that Sub-Processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of applicable data protection law. Where that Sub-Processor fails to fulfil its data protection obligations, Beamy Lake shall remain fully liable to the Customer for the performance of that Sub-Processors’ obligations.
- 10.6. Assistance: Beamy Lake shall assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights under applicable data protection law, including Chapter III of the General Data Protection Regulation, once applicable. Moreover, Beamy Lake shall assist the Customer in ensuring compliance with the Customer’s obligations under applicable data protection law, including Articles 32 to 36 of the General Data Protection Regulation, once applicable.
- 10.7. Return of Personal Data: Beamy Lake shall return and subsequently delete the personal data after the termination of this Agreement in accordance with Sections 6 and 8.5.
- 10.8. Audit: Beamy Lake shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

## **11. Liability and Warranty**

- 11.1. Beamy Lake shall not be subject to any liability other than (1) liability for gross negligence or intent and (2) liability for culpably caused bodily harm or death.
- 11.2. Beamy Lake does not assume any warranty for the Soldupe Cloud Services. In particular, Beamy Lake does not warrant that the Soldupe Cloud Services are compatible or faultlessly operating with third party software used by the Customer, unless such use was expressly agreed upon in writing.

## **12. Indemnification**

- 12.1. The Customer undertakes to indemnify and hold harmless Beamy Lake against any and all costs and damages arising out of Customer’s violation of Section 5.

**13. Amendments to this Agreement**

- 13.1. Beamy Lake may propose amendments to this Agreement to the Customer. Upon receipt of a notification of proposed amendments, the Customer shall have four weeks to object to such amendments. A failure to object shall be considered a valid consent by the Customer to the notified amendments.

**14. Notice**

- 14.1. Any declaration or notice delivered to the Customer's last known email address shall be considered received by the customer.
- 14.2. The Customer shall inform Beamy Lake of any changes to his email address without undue delay.

**15. General Provisions**

- 15.1. Modifications and amendments to this agreement must be in writing; this also applies to this written form requirement.
- 15.2. If any provision of this Agreement should be invalid or unenforceable, this provision shall be replaced by the provision that is economically the closest to the invalid or unenforceable provision. The invalidity or unenforceability of a provision shall not affect the validity or enforceability of the remaining provisions.
- 15.3. This Agreement shall be subject to Austrian law. The competent court in the first district of the City of Vienna, Austria, shall have exclusive jurisdiction over any disputes arising in connection with or out of this Agreement, including disputes relating to its conclusion, validity, termination, or nullity.

**Annex A****List of Sub-Processors**

Beamy Lake currently uses the following Sub-Processors:

- **Hosting Provider**

Hetzner Online GmbH  
Industriestrasse 25  
D-91710 Gunzenhausen, Germany  
Ansbach Registration Office, HRB 6089  
VAT Reg. No. DE 812871812  
<https://hetzner.com/>

- **Payment Provider**

mPAY24 GmbH  
Grüngasse 16  
A-1050 Vienna, Austria  
VAT: ATU50577503  
DVR: 0832332  
<https://www.mpay24.com/>

hobex AG  
Josef-Brandstätter-Straße 2b  
A-5020 Salzburg, Austria  
UID: ATU35185508  
DVR: 0660868  
<http://hobex.at/>

PayPal (Europe) S.à r.l. et Cie, S.C.A.  
22-24 Boulevard Royal  
L-2449 Luxembourg  
R.C.S. Luxembourg B 118 349  
<https://www.paypal.com/at/webapps/mpp/imprint/>

**Annex B****Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

— To Beamy Lake GmbH, Kuefsteingasse 26/23, 1140 Vienna, Austria; telephone: +43 677 618 013 56; email: [contact@beamy-lake.com](mailto:contact@beamy-lake.com)

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

— Ordered on (\*)/received on (\*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date \_\_\_\_\_

(\*) Delete as appropriate.