LEGAL

## Customer Terms of Service

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The English version prevails.

# Customer Terms of Service

Version v2026-12-01 · Effective 1 December 2026

These Customer Terms of Service ("**Terms**") are entered into between **PUSH - CONSULTING LLC**, a limited liability company organised under the laws of the State of Wyoming, USA, 30 N Gould St Ste N, Sheridan, WY 82801, USA, registered with the Wyoming Secretary of State under Filing ID 2026-002106936, represented by its sole member and manager David Wolff, trading as "Growmino" (agency services) and "Growmino One" (software) ("**Provider**"), and the business identified in the account or in an Order Form or SOW ("**Customer**"). Contact: office@growmino.de, +49 176 31685433.

**Overview of structure.** Part I contains the framework of the Agreement (Sections 1 to 4). Part II governs the Software Services (Sections 5 to 15). Part III governs the Professional Services (Sections 16 to 18). Part IV contains general legal provisions that apply to all Services (Sections 19 to 23). Schedules 1 to 5 and the Annex form part of these Terms.

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# Part I – Framework

## 1. Definitions and Interpretation

### 1.1 Definitions

In the Agreement, the following terms have the following meanings:

- "**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with a party, where "control" means ownership of more than 50% of the voting interests.
- "**Agreement**" means these Terms including their Schedules and Annex, the DPA, any Order Form and any SOW, each as accepted by Customer.
- "**Application**" means the web applications, apps and interfaces through which Provider makes the Software Services available, including crm.growmino.de, booking.growmino.de and hr.growmino.de.
- "**AUP**" means the Acceptable Use Policy in Schedule 2.
- "**Authorised User**" means the natural person who completes registration on behalf of Customer and any other natural person (in particular employees, contractors and agents of Customer) whom Customer permits to access the Software Services under Customer's account.
- "**Beta Features**" means features, modules or functionalities designated as "beta", "preview", "early access", "pilot" or similar.
- "**Business Day**" means Monday to Friday, excluding public holidays in the State of Baden-Württemberg, Germany, and 24 and 31 December.
- "**Business Use**" has the meaning given in Section 2.2.
- "**Confidential Information**" has the meaning given in Section 20.1.
- "**Customer Data**" means all data, content and files that Customer, its Authorised Users or its End Customers submit to, store in or generate through the Software Services, including Personal Data contained therein, but excluding Usage Data.
- "**Customer Materials**" means all content, data, texts, images, videos, logos, trademarks, access credentials and other materials that Customer provides for Professional Services.
- "**Deliverables**" means the work results to be delivered by Provider under a SOW.
- "**Documentation**" means the user guides, help pages, feature descriptions and technical documentation for the Software Services made available by Provider in the Application or on growmino.de, as updated from time to time.
- "**DPA**" means the Data Processing Addendum published at growmino.de/legal/dpa, including its Appendices and the SCC incorporated therein, which forms Schedule 3 of these Terms.

- "**End Customer**" means any third party with whom Customer interacts through the Software Services, such as Customer's leads, clients, members, employees or contract partners.
- "**Fees**" means all amounts payable by Customer under the Agreement, including subscription fees, Usage Charges, credit fees and fees for Professional Services.
- "**Module**" means a separately available product of the Software Services, currently Growmino One CRM, Growmino One Booking, Growmino One HR and, once offered, Growmino One Members.
- "**Monthly List Price**" means the price for the same Plan and the same quantity (users, employees or other units) under a Monthly Plan, as shown on the pricing page at the time the current prepaid term under an Order Form was agreed.
- "**Monthly Plan**" means a Plan with a Subscription Term of one month, billed monthly in advance.
- "**Order Form**" means an individual order document signed or otherwise accepted by both parties that refers to these Terms.
- "**Personal Data**" means any information relating to an identified or identifiable natural person within the meaning of Art. 4(1) of Regulation (EU) 2016/679 ("**GDPR**") or equivalent concepts under other applicable data protection laws.
- "**Plan**" means a subscription package for a Module (for example Basic, Business or Enterprise) with the features, limits and prices described on the pricing page or in an Order Form.
- "**Professional Services**" means the agency services provided by Provider under the brand "Growmino", in particular websites, web applications, AI automation, Google and Meta advertising, content and AI video production, and consulting, in each case as described in a SOW.
- "**SCC**" means the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914, as incorporated by the DPA.
- "**Services**" means the Software Services and the Professional Services.
- "**Software Services**" means the software-as-a-service offering "Growmino One", including all Modules, the Application, APIs, webhooks, integrations, Documentation and related support.
- "**SOW**" means a statement of work for Professional Services signed or otherwise accepted by both parties that refers to these Terms.
- "**Subscription**" means Customer's paid right to use a Module under a Plan.
- "**Subscription Term**" means the period for which a Subscription is concluded or renewed: one month for Monthly Plans or the term agreed in an Order Form.
- "**Switching**" means the switching to another data processing service, the transfer to an on-premises infrastructure or the erasure of exportable data under Schedule 4.
- "**Third-Party Services**" has the meaning given in Section 8.1.
- "**Trial**" has the meaning given in Section 4.3.

- "**Usage Charges**" means usage-based Fees, in particular for telephony minutes, phone numbers, SMS, AI processing and credits, as shown in the price list in the Application.
- "**Usage Data**" means technical and statistical data about the use and performance of the Software Services (such as log data, feature usage and error reports) that does not contain Customer Data content.

### 1.2 Interpretation

Headings are for convenience only. "Including" and similar words mean "including without limitation". References to Sections are to Sections of these Terms and references to paragraphs are to paragraphs of the relevant Schedule, unless stated otherwise. "Written" or "in writing" includes email, but not other electronic communications unless stated otherwise. References to statutes and regulations refer to them as amended from time to time. References to a website path (for example growmino.de/legal/dpa) refer to that page as updated in accordance with the Agreement.

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## 2. Parties; Business Use Only

### 2.1 Provider

The Services are provided by PUSH - CONSULTING LLC. The marks "Growmino" and "Growmino One" are trade names of Provider.

### 2.2 Business Use Only

The Services are offered exclusively to businesses, self-employed professionals, associations and public bodies acting in their trade, business, craft or profession ("**Business Use**"). Consumers may not use the Services.

### 2.3 Representations at registration

By registering, the Authorised User completing registration represents and warrants that (a) Customer is acting for Business Use, (b) the Authorised User is of legal age and has full authority to bind Customer, and (c) all company, address and tax information provided is complete and accurate. Customer shall keep this information up to date.

### 2.4 Consequences of inaccurate representations

Customer shall indemnify Provider against all losses, taxes and claims arising from any inaccuracy of the representations in Section 2.3 (see also Section 14.2). If Provider reasonably believes that the Services are used other than for Business Use, Provider may terminate the Agreement with immediate effect.

## 3. Agreement Structure and Precedence

### 3.1 Components

The Agreement consists of:

- (a) Part I (Framework), Part II (Software Services), Part III (Professional Services) and Part IV (General Provisions) of these Terms;
- (b) Schedule 1 (Module Terms);
- (c) Schedule 2 (Acceptable Use Policy, including the notice-and-action procedure under Regulation (EU) 2022/2065);
- (d) Schedule 3, the DPA (published at growmino.de/legal/dpa), including the SCC and their Annexes to the extent applicable;
- (e) Schedule 4 (Data Act Switching and Exit);
- (f) Schedule 5 (Fees);
- (g) any Order Form and any SOW; and
- (h) the Documentation, to the extent referenced.

Part II applies only to the Software Services and Part III only to the Professional Services. Parts I and IV apply to all Services.

### 3.2 Order of precedence

In case of conflict, the following order of precedence applies:

1. the SCC and their Annexes;
2. the DPA (for the processing of Personal Data);
3. Schedule 4 (Data Act Switching and Exit), unless the Order Form is more favourable to Customer;
4. the Order Form or SOW, but only for provisions that expressly state that they deviate from these Terms;
5. Schedule 1 (Module Terms);
6. Parts I to IV of these Terms and Schedule 5 (Fees);
7. the AUP;
8. the Documentation.

### 3.3 Exclusion of Customer terms

Customer's own terms and conditions do not apply, even if referenced in an order, purchase order or other document or not expressly rejected by Provider.

## 4. Formation, Free Trial, Changes, Notices and Electronic Communications

### 4.1 Formation

The Agreement is concluded when Customer completes registration by ticking the acceptance box (which is not pre-selected) and clicking "Create account". A Subscription is concluded when Customer selects a Plan and clicks "Subscribe". An Order Form or SOW is concluded when it is signed or otherwise accepted by both parties. Creating an account does not by itself oblige Customer to pay Fees.

### 4.2 Durable copy

Provider will send a durable copy of the accepted documents (in the version accepted) by email to the address provided at registration. Provider keeps an immutable record of each acceptance, including the version accepted, the time and the accepting Authorised User. Accepted versions remain available at growmino.de/legal.

### 4.3 Free Trial

New Customers may use the Software Services free of charge for 14 days ("**Trial**"). The Trial includes the scope of the Enterprise Plan of the relevant Module. No payment details are required. The Trial is provided "AS IS" for testing and evaluation only and may be limited in features, telephony minutes, messages and storage; in particular telephony and SMS are subject to reduced limits during the Trial. Provider's aggregate liability arising from the Trial is limited to EUR 100, except as set out in Section 15.4 (Exclusions). The DPA applies from the first upload of Personal Data.

### 4.4 End of Trial

If no paid Plan is selected by the end of the Trial, from day 15 access is restricted to login, data export and Plan selection. 90 days after the end of the Trial, Customer Data is deleted in accordance with the DPA, after Provider has notified Customer by email at least 7 days in advance. Chapter VI of the EU Data Act does not apply to the Trial (Art. 31(2) Regulation (EU) 2023/2854); Customer may nevertheless export its data as described in this Section 4.4.

### 4.5 Changes to these Terms

(a) Provider may amend these Terms for valid reasons, including changes in law or case law, security requirements, changes by Third-Party Service providers, or new features.

(b) Provider will notify Customer by email and in the Application at least 30 days before any amendment takes effect. The notice will describe the amendment and, for amendments under paragraph (d), the consequences of non-acceptance.

(c) Amendments that are not material and not detrimental to Customer take effect on the date stated in the notice.

(d) Material or detrimental amendments take effect only upon Customer's express acceptance in the Application. Silence or continued use does not constitute acceptance. If Customer does not accept, the current Terms continue to apply until the end of the then-current Subscription Term, and either party may terminate with effect as of the end of that term.

(e) Amendments to Fees are governed exclusively by Section 9.6.

(f) Customer may always choose "Cancel & export" instead of accepting an amendment.

## 4.6 Notices

(a) Legal notices to Provider must be sent by email to office@growmino.de with the subject line "Legal Notice". Notices of termination or cancellation of a Subscription may also be given through the cancellation function in the Application.

(b) Provider may give notices to Customer by email to the address of the account owner or the billing contact stored in the account, and operational notices also in the Application. Customer shall keep these addresses current.

(c) Email notices are deemed received on the Business Day following dispatch, unless the sender receives a delivery failure notification.

## 4.7 Electronic communications and signatures

The parties agree to conclude, amend and administer the Agreement electronically. Clickwrap acceptance, electronic signatures and electronic records have the same effect as handwritten signatures and paper records to the extent permitted by law, including under the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Wyoming Uniform Electronic Transactions Act (Wyo. Stat. § 40-21-101 et seq.). Customer consents to receive all contractual documents, invoices and notices electronically. This Section does not affect statutory form requirements that cannot be satisfied electronically.

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# Part II – Software Services

## 5. Software Services, Modules and Beta Features

### 5.1 Scope

Provider makes the Software Services available as a hosted service via the internet for the Modules and Plans subscribed by Customer. The features of each Module and Plan are described in the Documentation and on the pricing page at the time of order. Schedule 1 contains additional terms for individual Modules. Customer is not entitled to receive the software in object or source code.

### 5.2 Development of the Services

Provider continuously develops the Software Services and may change, add or replace features, provided that the agreed functionality of the subscribed Plan is not materially reduced except in accordance with Section 5.3. Provider may also make changes required by law, security or Third-Party Service providers.

### 5.3 Material reduction

If Provider intends to materially reduce the functionality of a subscribed Module or Plan to Customer's detriment, Provider will notify Customer at least 30 days in advance by email and in the Application. Customer may terminate the affected Subscription with effect as of the date on which the reduction takes effect; unused prepaid Fees are refunded pro rata under Section 10.3(c). Where a reduction is required at shorter notice by law, an authority's order or a Third-Party Service provider, Provider will notify Customer as soon as reasonably possible and the termination right applies accordingly.

### 5.4 Beta Features

Provider may make Beta Features available. Beta Features are optional, provided "AS IS" without any warranty, availability commitment or support, may be changed or discontinued at any time and are not covered by Section 5.3. Customer should not rely on Beta Features for critical processes. Section 15 applies.

### 5.5 Availability

Provider strives for high availability of the Software Services but does not guarantee any particular availability unless a service level is agreed in an Order Form. Provider will perform planned maintenance where possible outside normal business hours (CET) and announce it in advance where it is expected to cause material interruption.

## 6. Licence, Restrictions and Accounts

### 6.1 Right of use

Subject to payment of the Fees and compliance with the Agreement, Provider grants Customer for the Subscription Term a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the Software Services for Customer's internal Business Use and for interacting with its End Customers, within the limits of the subscribed Plan (in particular the number of users, employees or other units). Customer may permit its Authorised Users to exercise this right on its behalf.

### 6.2 Restrictions

Customer shall not, and shall not permit any third party to: (a) copy, modify, translate or create derivative works of the Software Services, except as permitted by mandatory law; (b) decompile, disassemble or reverse engineer the Software Services, except as permitted by mandatory law (including § 69e of the German Copyright Act); (c) sell, rent, lease, sublicense or otherwise make the Software Services available to third parties other than Authorised Users and End Customers as intended; (d) use the Software Services to build a competing product or for benchmarking published without Provider's consent; (e) circumvent technical limits, usage limits or security measures; (f) access the Software Services by automated means other than through the documented APIs; or (g) use the Software Services in breach of the AUP or applicable law.

### 6.3 Accounts and Authorised Users

(a) Customer is responsible for all activities under its account and for the acts and omissions of its Authorised Users as for its own.

(b) Each Authorised User must have individual login credentials. Credentials may not be shared. A user licence may be reassigned to another person when the previous person no longer requires access.

(c) Customer shall designate at least one administrator, who manages Authorised Users, roles and permissions. Customer shall assign permissions on a least-privilege basis.

(d) Customer shall use two-factor authentication where Provider makes it available and shall require it for administrators. In the HR Module two-factor authentication is mandatory for administrators.

(e) Customer shall keep credentials, API keys, terminal PINs and webhook secrets confidential and secure.

(f) Customer shall notify Provider without undue delay, and in any event within 24 hours of becoming aware, of any unauthorised access to its account, any loss or compromise of credentials and any other security incident relating to its use of the Software Services.

### 6.4 Feedback

If Customer provides suggestions or feedback, Provider may use them without restriction or compensation, without identifying Customer.

### 6.5 Intellectual property

All rights in the Software Services, the Application, the Documentation and Provider's trademarks remain with Provider and its licensors. Except for the rights expressly granted, no rights are granted.

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## 7. Customer Data, Data Export and Deletion

### 7.1 Ownership

As between the parties, Customer retains all rights in Customer Data. Customer grants Provider a non-exclusive, worldwide right, limited to the term of the Agreement and the periods in Sections 7.6 and 7.7, to host, copy, process, transmit and display Customer Data solely to the extent necessary to provide, secure and support the Services, to comply with law and in accordance with the DPA.

### 7.2 Data protection

To the extent Provider processes Personal Data on behalf of Customer, Provider acts as processor and the DPA applies. Customer is the controller (or processor on behalf of its own clients) and is responsible for the lawfulness of the processing, including the legal basis, information of data subjects and any required consents. To the extent the California Consumer Privacy Act as amended by the California Privacy Rights Act applies, Provider acts as a "service provider", processes personal information only for the business purposes set out in the Agreement and does not sell or share it.

### 7.3 No AI training

Provider does not use Customer Data to train, retrain or fine-tune artificial intelligence models, whether its own or third-party models, and contractually requires the same of its sub-processors providing AI functions.

### 7.4 Usage Data and aggregated data

Provider may collect Usage Data and use it, and may create and use aggregated and anonymised data derived from the Services that does not identify Customer, its Authorised Users, End Customers or any other natural person, to operate, secure, analyse and improve

the Services and for statistical purposes. Provider will not disclose such data in a form that allows identification of Customer.

### 7.5 Customer responsibility for Customer Data

Customer is solely responsible for the content, accuracy, quality and legality of Customer Data and for having all rights necessary for its processing under the Agreement. Customer shall regularly export data that is critical to its business; the Software Services are not an archiving system for statutory retention purposes unless expressly stated in the Documentation.

### 7.6 Data export

During the term and for 90 days after the end of the Agreement or of the relevant Subscription (Section 10.9), Customer may export Customer Data through the export functions and APIs described in Schedule 4 and the Documentation. Schedule 4 takes precedence for Switching.

### 7.7 Deletion

After the export period under Section 7.6 expires, Provider deletes Customer Data from the production systems within 30 days and from backups within 90 days, unless Provider is required by law to retain it. Section 10.9(c) applies to invoices and contract records. Further details are set out in the DPA and Schedule 4.

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## 8. Third-Party Services

### 8.1 Third-Party Services

The Software Services allow integration with services that are not provided by Provider, in particular Google Workspace and Gmail, Microsoft 365 and Outlook, Twilio, Stripe, Zapier, DATEV and other integrations selected by Customer ("**Third-Party Services**"). Customer's use of Third-Party Services is governed by the terms of the respective provider, which Customer must accept and comply with.

### 8.2 Customer's own accounts

Google and Microsoft accounts connected by Customer are services of Customer; their providers are not sub-processors of Provider. Customer authorises Provider to access and exchange data with such accounts to the extent required for the features activated by Customer. Customer may revoke the connection at any time.

### 8.3 Google API Services

Growmino One's use and transfer of information received from Google APIs to any other app will adhere to the Google API Services User Data Policy, including the Limited Use requirements. In particular, data obtained from Google APIs is used only to provide and improve user-facing features within the Application, is not used for advertising, is not sold and is not used to train AI models, and is read by humans only with Customer's consent, for security purposes, to comply with law or where it is aggregated and anonymised for internal operations.

### 8.4 Telephony and payments

Telephony and SMS are provided via Twilio; Schedule 1, paragraph 1.1 applies. Payments are processed by Stripe, which acts as an independent controller under its own terms and privacy policy.

### 8.5 No responsibility

Provider is not responsible for the availability, functionality, security or changes of Third-Party Services or for interruptions of integrations caused by their providers, unless Provider has caused the failure. If a Third-Party Service provider changes or discontinues its interface, Provider may adapt or discontinue the integration; Section 5.3 applies where the change materially reduces a subscribed Plan.

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## 9. Fees, Payment and Taxes

### 9.1 Fees

Fees are stated in EUR and are exclusive of VAT and other taxes. The Fees are those set out in Schedule 5 and on the pricing page at the time of order, or in an Order Form or SOW.

### 9.2 Payment method

Fees are payable in advance by card via Stripe. Payment by bank transfer is available only under an Order Form or SOW.

### 9.3 Card authorisation

Customer authorises Provider and its payment processor to store the payment method and to charge it, without further action by Customer, (a) at the start of each Subscription Term for recurring Fees, (b) monthly in arrears for Usage Charges (for example telephony, SMS, AI minutes and credits), subject to any spend limit set by Customer, and (c) for pro-rated

upgrade charges and additional users or employees. These are merchant-initiated transactions. Customer may change its payment method at any time.

### 9.4 Failed payments and default

If a charge fails, Provider may retry it and will notify Customer. Fees are overdue 14 days after notification. Overdue amounts bear interest at 1% per month or the maximum rate permitted by law, whichever is lower.

### 9.5 Billing disputes and chargebacks

Billing disputes must be raised in writing within 60 days of the charge. Undisputed amounts remain payable. Unjustified chargebacks entitle Provider to recover its reasonable costs.

### 9.6 Price changes

Provider may change prices with at least 30 days' notice. Changes take effect at the start of the next Subscription Term. For terms of more than one month agreed in an Order Form, they take effect at renewal only, and only if notice was given at least 30 days before renewal; otherwise the existing price applies for the renewal term.

### 9.7 Upgrades and downgrades

Upgrades and additional users, employees or other units take effect immediately and are charged pro rata for the remainder of the current Subscription Term. Downgrades and reductions take effect at the start of the next Subscription Term.

### 9.8 Taxes

Customer shall pay all taxes applicable to the Fees, except taxes on Provider's net income. Where Provider is required by law to charge VAT, GST or sales tax, it will be added to the invoice. Where the reverse-charge mechanism applies (including Art. 196 Directive 2006/112/EC and, for Customers established in Germany, Section 13b(2) no. 1 and (5) of the German VAT Act (UStG)), Provider will invoice without VAT and Customer shall self-account. Where the Fees are not subject to EU VAT, the invoice will state "not subject to EU VAT" where applicable. Customer warrants that its VAT identification number and address are correct and shall indemnify Provider against any tax, interest or penalty resulting from incorrect information. If Customer must withhold any tax, it shall gross up the payment so that Provider receives the full Fees.

### 9.9 VAT identification number of EU Customers

Customers established in the European Union must provide a valid VAT identification number no later than when selecting a paid Plan; the Trial may be used without it. Provider verifies the number via the VIES system and may accept it provisionally if VIES is temporarily unavailable, subject to later verification. This also applies to Customers established in

Germany, including small businesses within the meaning of Section 19 UStG; a German VAT identification number can be requested free of charge from the Federal Central Tax Office (Bundeszentralamt für Steuern). Without a valid VAT identification number, a Subscription cannot be concluded through the self-service process; the Services are then available only under an Order Form.

### 9.10 Invoices

Provider issues invoices electronically through the Application under consecutive invoice numbers and makes them available in the Application and by email. Issued invoices are not changed; corrections are made by credit note.

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## 10. Term, Cancellation and Termination

### 10.1 Monthly Plans

Monthly Plans renew automatically for successive one-month terms. Customer may cancel at any time in the Application, effective at the end of the current month. Cancellations received by 23:59 UTC on the last day of the term are effective for that term.

### 10.2 Longer terms

In self-service, Subscriptions are available as Monthly Plans only. Terms of more than one month, their renewal and cancellation may be agreed only in an Order Form; the Order Form governs.

### 10.3 Refunds

Prepaid Fees are non-refundable, except:

- (a) Switching under Schedule 4;
- (b) termination by Provider without cause, or termination by either party under Section 21 (Force Majeure);
- (c) termination by Customer for Provider's uncured material breach, a material reduction of the Services under Section 5.3, or an objection under Section 6 of the DPA.

In cases (b) and (c) Provider refunds the unused prepaid Fees pro rata. In case (a), for Subscriptions prepaid for more than one month under an Order Form, Provider refunds the prepaid Fee minus the Monthly List Price multiplied by the number of commenced months from the start of the current prepaid term until the termination takes effect (including the notice and transitional periods); for Monthly Plans, the Fee for the current month is not refunded and no early-termination fee is charged. The refund is never less than zero, and no

additional payment is due. This also applies where Customer elects the erasure of its exportable data under Schedule 4.

### 10.4 Termination by Provider without cause

Provider may terminate a Subscription without cause with 90 days' notice, effective at the earliest at the end of the current term for Monthly Plans; for longer terms under an Order Form, Section 10.3(b) applies.

### 10.5 Termination for material breach

Either party may terminate the Agreement or the affected Subscription, SOW or Order Form for material breach that remains uncured 30 days after written notice.

### 10.6 Termination for cause

Each party's right to terminate for good cause without notice remains unaffected. Good cause for Provider includes in particular: use other than for Business Use (Section 2.4), a serious or repeated violation of the AUP, use of the Services for criminal purposes, or a breach of Section 23.5 (Export Control and Sanctions).

### 10.7 Relationship between Agreement and Subscriptions

Cancelling a Subscription does not terminate the Agreement; the account then continues without paid Subscription with the access stages described in Section 10.9(b). Customer may delete its account and terminate the Agreement at any time after the last Subscription has ended.

### 10.8 Effects of termination

Upon termination or expiry of a Subscription or the Agreement: (a) the rights of use for the affected Software Services end, subject to the export rights under Section 7.6 and Schedule 4; (b) all Fees accrued until the effective date, including Usage Charges, become due; (c) Customer Data is exported and deleted in accordance with Sections 7.6 and 7.7, the DPA and Schedule 4; (d) each party returns or deletes the other party's Confidential Information in accordance with Section 20.4; and (e) the provisions listed in Section 23.12 survive.

### 10.9 Access stages after the end of a Subscription and in case of non-payment

(a) **Non-payment.** Day 0 is the day of the payment-failure notice under Section 9.4. Unless all overdue Fees have been paid, Customer retains full access with a notice in the Application until day 29; from day 30 access is read-only; from day 60 access is limited to login and data export; from day 90 Provider may terminate the affected Subscription and delete the

Customer Data of the affected Module, after notifying Customer by email at least 7 days in advance. Payment of all overdue Fees at any stage before deletion restores full access.

(b) **End of a Subscription.** Day 0 is the end of the last Subscription Term of a Module (in particular after cancellation) without a new Subscription for that Module. Until day 59 access is read-only; from day 60 access is limited to login and data export; from day 90 Provider deletes the Customer Data of the affected Module, after notifying Customer by email at least 7 days in advance. Customer may conclude a new Subscription at any time before deletion.

(c) **Retention of records.** Invoices, credit notes and records of acceptances and contract events are retained after deletion of the account for 10 years after the end of the calendar year in which they were created, limited to the data required for statutory retention and evidence purposes; Section 7.7 applies otherwise.

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## 11. Suspension

### 11.1 Suspension for security and legal reasons

Provider may suspend affected Services, in whole or in part and only to the extent necessary, without prior notice if this is reasonably required to prevent an imminent security threat, material harm to the Services or third parties, or a violation of law, or to comply with a legal order.

### 11.2 Suspension for non-payment

If undisputed Fees remain unpaid, Provider may restrict access in the stages set out in Section 10.9(a). Provider will warn Customer in writing at least 7 days before each restriction takes effect.

### 11.3 Export during suspension

During any suspension, Customer retains the ability to export Customer Data unless this is legally prohibited or itself poses a security risk.

### 11.4 Lifting of suspension

Provider will lift the suspension promptly once the cause has been resolved. Provider will inform Customer of the reasons for a suspension under Section 11.1 without undue delay, unless prohibited by law or this would defeat the purpose of the suspension.

### 11.5 Content restrictions under the DSA

Where Provider restricts content or accounts because content is illegal or incompatible with the AUP, Provider will provide a statement of reasons and information on redress in accordance with Art. 17 of Regulation (EU) 2022/2065 and Schedule 2.

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## 12. Security

### 12.1 Security measures

Provider implements and maintains appropriate technical and organisational measures to protect Customer Data as described in Appendix 2 to the DPA and on growmino.de/legal/security. Provider may update these measures provided that the overall level of protection is not reduced.

### 12.2 Security incidents

Provider notifies Customer of Personal Data Breaches affecting Customer Data in accordance with the DPA, without undue delay and, where feasible, within 48 hours after becoming aware of them.

### 12.3 Confidentiality of personnel and access

Provider grants access to Customer Data only to persons bound by confidentiality who need it to provide support, maintain the Services or comply with Customer's instructions or the law.

### 12.4 Customer's security obligations

Customer is responsible for the security of its own systems, devices, networks and connected accounts, for the configuration of roles and permissions and for compliance with Section 6.3.

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## 13. Support, Warranties and Disclaimer

### 13.1 Support

Provider provides support by email to office@growmino.de on Business Days during normal business hours (CET). Provider will use reasonable efforts to respond within a reasonable

time. No service level agreement, response time or resolution time is agreed unless set out in an Order Form.

### 13.2 Provider warranties

Provider warrants that (a) the Software Services will perform materially in accordance with the Documentation for the subscribed Plan during the Subscription Term, and (b) Provider will provide the Services with reasonable skill and care in accordance with generally recognised industry standards.

### 13.3 Remedies

Customer shall report defects in writing with a reproducible description. Provider will remedy reported defects within a reasonable time by correction, workaround or new version. If Provider fails to remedy a material defect within a reasonable period, Customer may terminate the affected Subscription under Section 10.5. Claims for damages are subject to Section 15. Strict liability for defects existing at conclusion of the Agreement (including under § 536a(1) first alternative of the German Civil Code, to the extent applicable) is excluded.

### 13.4 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL ERRORS WILL BE CORRECTED, THAT AI OUTPUTS WILL BE ACCURATE OR COMPLETE, OR THAT THE SERVICES WILL ACHIEVE ANY PARTICULAR BUSINESS RESULT. THE SERVICES DO NOT PROVIDE LEGAL, TAX, EMPLOYMENT-LAW OR ACCOUNTING ADVICE. TRIAL ACCESS AND BETA FEATURES ARE PROVIDED WITHOUT ANY WARRANTY. NOTHING IN THIS SECTION LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER SECTION 15.4.

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## 14. Indemnification

### 14.1 Indemnification by Provider

(a) Provider shall defend Customer against any claim by a third party alleging that the Software Services, as provided by Provider and used by Customer in accordance with the Agreement, infringe that third party's patent, copyright, trademark or trade secret, and shall

indemnify Customer against damages and costs finally awarded or agreed in a settlement approved by Provider.

(b) Provider has no obligation under Section 14.1(a) to the extent the claim arises from (i) Customer Data, Customer Materials or other content provided by Customer; (ii) the combination of the Software Services with products, services, data or processes not provided by Provider, where the claim would not have arisen without the combination; (iii) modifications not made by or on behalf of Provider; (iv) use in breach of the Agreement or the Documentation; (v) Third-Party Services; (vi) the Trial or Beta Features; or (vii) continued use after Provider has offered a non-infringing modification of equivalent functionality.

(c) If the Software Services are, or in Provider's reasonable opinion are likely to be, subject to such a claim, Provider may at its option and expense (i) procure for Customer the right to continue using them, (ii) modify or replace them so that they no longer infringe while providing materially equivalent functionality, or (iii) if neither is commercially reasonable, terminate the affected Subscription, in which case Section 10.3(b) applies as for a termination without cause.

(d) This Section 14.1 states Provider's entire obligation and Customer's exclusive remedy for third-party infringement claims, without prejudice to Section 15.4.

### 14.2 Indemnification by Customer

Customer shall defend Provider, its Affiliates, managers, members and personnel against any third-party claim, any claim by an authority, and any fine, penalty or tax, and shall indemnify them against all resulting damages, costs and reasonable legal fees, to the extent arising out of or relating to:

- (a) Customer Data or Customer Materials, including claims that they infringe third-party rights or were processed without a valid legal basis;
- (b) a violation of the AUP or of applicable law by Customer, its Authorised Users or End Customers acting on Customer's behalf;
- (c) telephony, messaging and marketing activities carried out through the Services, including violations of the U.S. Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule, national and state do-not-call rules, § 7 of the German Act against Unfair Competition (UWG), § 201 of the German Criminal Code (StGB) and comparable laws on unsolicited communications or the recording of conversations;
- (d) the use of the HR Module, including claims by employees, works councils or authorities under employment, working-time and co-determination law;
- (e) the processing of Personal Data of minors or special categories of Personal Data without the required legal basis, consent or impact assessment;
- (f) incorrect information about Customer's business status, identity, address or tax position (Sections 2.3 and 9.8); and
- (g) documents, contracts and invoices that Customer issues to End Customers through the Services.

### 14.3 Contributory fault

The indemnities in Sections 14.1 and 14.2 are reduced to the extent that the indemnified party or its personnel contributed to the claim or the loss.

### 14.4 Procedure

The indemnified party shall (a) notify the indemnifying party promptly in writing of the claim (a delay only releases the indemnifying party to the extent it is prejudiced), (b) grant the indemnifying party sole control of the defence and settlement, provided that no settlement imposing an admission of fault or an obligation other than payment on the indemnified party may be agreed without its prior written consent, which shall not be unreasonably withheld, and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnified party may participate in the defence with counsel of its own choice at its own expense. Where the indemnifying party does not assume the defence within a reasonable period, the indemnified party may defend the claim itself at the indemnifying party's expense.

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## 15. Limitation of Liability

### 15.1 Excluded types of damage

Neither party is liable for indirect, incidental, special or consequential damages, loss of profits, revenue, goodwill or anticipated savings, even if advised of their possibility.

### 15.2 General Cap

Each party's aggregate liability arising out of or relating to the Agreement in any 12-month period is limited to the greater of (a) the Fees paid and payable by Customer in the 12 months preceding the event giving rise to the claim, and (b) EUR 500 ("**General Cap**").

### 15.3 Data Cap

For breaches of the DPA or of Section 12 (Security), the cap is two times the General Cap, but no less than EUR 5,000 ("**Data Cap**"). The Data Cap is not in addition to the General Cap.

### 15.4 Exclusions

Sections 15.1 to 15.3 and 15.8 do not apply to: (a) wilful misconduct, gross negligence or fraud; (b) death or personal injury; (c) Customer's indemnity obligations under Section 14.2 and Customer's payment obligations; (d) Provider's IP indemnity under Section 14.1; and (e) liability that cannot be limited under applicable mandatory law, including liability towards data subjects under Art. 82 GDPR and Clause 12(b)–(c) of the SCC, and terms that would be unfair under Art. 13 of Regulation (EU) 2023/2854.

### 15.5 Loss of data

Liability for loss of data is limited to the reasonable cost of restoring data from the most recent backup Customer could reasonably have made or exported.

### 15.6 Essential obligations

To the extent a court holds that the law of a jurisdiction prohibiting the limitation of liability for slight negligence in breach of an essential contractual obligation applies, Provider's liability for such breach is limited to typical damages that were foreseeable at conclusion of the Agreement, within the caps of Sections 15.2 and 15.3.

### 15.7 Basis of the bargain

THE LIMITATIONS IN THIS SECTION 15 ARE AN ESSENTIAL BASIS OF THE BARGAIN AND APPLY TO ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

### 15.8 Trial Cap

PROVIDER'S AGGREGATE LIABILITY ARISING FROM THE TRIAL IS LIMITED TO EUR 100 ("**Trial Cap**"), EXCEPT AS SET OUT IN SECTION 15.4.

### 15.9 Personnel

The limitations in this Section 15 also apply to the personal liability of the parties' managers, members, employees, agents and subcontractors.

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# Part III – Professional Services

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## 16. Statements of Work, Changes and Fees

### 16.1 Statement of Work required

Professional Services are provided only on the basis of a SOW. Each SOW describes at least: (a) the services and Deliverables; (b) the project schedule and milestones, if any; (c) the Customer Materials and cooperation required; (d) the Fees and payment terms; (e) the number of correction rounds, if different from Section 17.4; and (f) any deviations from these

Terms, which must be expressly identified as such (Section 3.2). Proposals and quotes are non-binding until the SOW is concluded.

### 16.2 Change Requests

Either party may request changes to the scope of a SOW in writing ("**Change Request**"). Provider will inform Customer of the impact on schedule and Fees. A Change Request becomes binding only when both parties have agreed to it in writing. Until then, Provider continues to perform the unchanged SOW. Work outside the agreed scope, including additional correction rounds, is invoiced at the hourly or daily rates stated in the SOW or, if none are stated, at Provider's then-current rates communicated in advance.

### 16.3 Project Fees

Unless the SOW provides otherwise, fixed-price projects are invoiced 50% upon conclusion of the SOW and 50% upon acceptance under Section 17 or, where the project is divided into milestones, in accordance with the milestone plan.

### 16.4 Retainers

Retainers (recurring monthly Professional Services, such as ongoing advertising management, content production or maintenance) are invoiced monthly in advance. Unless the SOW provides for a minimum term, either party may terminate a retainer at any time with effect as of the end of the calendar month in which the notice is received. Unused retainer hours expire at the end of each month unless the SOW provides otherwise.

### 16.5 Media budgets

Advertising and media budgets (for example for Google Ads or Meta Ads) are not part of the Fees. They are paid by Customer directly to the respective platform through Customer's own advertising account. Customer remains the contracting party of the platform and responsible for its own advertising account.

### 16.6 Expenses

Travel expenses and other out-of-pocket expenses are reimbursed only if Customer has approved them in advance in writing. Third-party licences (for example stock media, fonts, plugins or AI tool credits) are charged only as set out in the SOW or as approved in advance.

### 16.7 Payment

Section 9 applies to Professional Services accordingly. Where the SOW provides for payment by bank transfer, invoices are payable within 14 days of the invoice date.

## 17. Cooperation, Acceptance and Warranty

### 17.1 Customer Materials

Customer provides the Customer Materials in good time and in the agreed format. Customer warrants that it holds all rights, licences and consents required for the use of the Customer Materials in the Deliverables, including image and personality rights and the consent of persons depicted, and that their use does not infringe third-party rights or applicable law.

### 17.2 Cooperation and delay

Customer shall provide the cooperation set out in the SOW, in particular feedback, approvals, access to systems and accounts and a contact person authorised to make decisions. If Customer's cooperation is delayed by more than 14 days, agreed deadlines are extended by the period of the delay plus a reasonable restart period. If the delay exceeds 60 days, Provider may invoice the Fees for the work performed up to that time, and any milestone payment that would have become due without the delay becomes due; Provider's further rights remain unaffected.

### 17.3 Acceptance

(a) Where Deliverables are subject to acceptance, Provider notifies Customer of their completion. Customer shall test the Deliverables within 10 Business Days of the notice and either declare acceptance or notify material defects in writing with a description.

(b) The Deliverables are deemed accepted if Customer neither declares acceptance nor notifies material defects within this period, but only if Provider has expressly pointed out this consequence in the notice of completion.

(c) Putting the Deliverables into productive use, in particular publishing a website, activating an automation or launching a campaign, constitutes acceptance, unless Customer does so with an express written reservation regarding notified material defects.

(d) Acceptance may not be refused because of immaterial defects. Immaterial defects will be remedied under Section 17.5.

### 17.4 Correction rounds

Unless the SOW provides otherwise, the Fees include two correction rounds per Deliverable. A correction round is a consolidated set of change requests submitted by Customer at once. Further correction rounds and changes to approved designs or concepts are Change Requests under Section 16.2.

### 17.5 Warranty

For 30 days after acceptance Provider will remedy, at its option by correction or redelivery, any defects in the Deliverables that cause them not to conform materially to the SOW and that Customer notifies in writing. If the remedy fails twice, Customer may reduce the Fees for the defective Deliverable appropriately or, for material defects, terminate the affected SOW. Claims for damages are subject to Section 15. No warranty applies to defects caused by Customer Materials, changes made by Customer or third parties, or Third-Party Services.

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## 18. Intellectual Property, Results and Responsibilities

### 18.1 Rights in Deliverables

Upon full payment of the Fees for the relevant Deliverable, Provider assigns to Customer all transferable rights in the Deliverables created specifically for Customer or, where assignment is not possible under applicable law, grants Customer an exclusive, perpetual, irrevocable, worldwide and transferable licence to use, reproduce, modify, publish and exploit them in all known media. Until full payment Customer receives a revocable, non-exclusive right of use for review purposes only.

### 18.2 Pre-existing IP

Provider retains all rights in its pre-existing materials, templates, frameworks, code libraries, know-how and tools, as well as in generic improvements developed independently of Customer's specific requirements ("**Pre-existing IP**"). To the extent Pre-existing IP is incorporated into a Deliverable, Provider grants Customer a non-exclusive, perpetual, irrevocable, worldwide licence to use it as part of that Deliverable. Open-source and third-party components are subject to their respective licence terms, which Provider will identify upon request.

### 18.3 AI-generated content

(a) Provider may use AI tools to create Deliverables. Content generated wholly or partly by AI may not be protected by copyright or other intellectual property rights in all jurisdictions. Provider does not warrant that AI-generated content is protectable or exclusive, but will not knowingly deliver AI-generated content that infringes third-party rights.

(b) Provider will indicate to Customer which Deliverables contain AI-generated or AI-manipulated image, audio or video content. Where Customer publishes such content, Customer is responsible as deployer for complying with the transparency obligations under Art. 50 of Regulation (EU) 2024/1689 (AI Act), including labelling deep fakes, and with comparable rules of advertising platforms.

### 18.4 References

Provider may name Customer (including its name and logo) as a reference and show Deliverables in its portfolio after publication. Customer may object at any time with effect for the future by notice to office@growmino.de.

### 18.5 No performance guarantee

Provider does not guarantee any particular commercial result, in particular a number of leads, sales, conversion rates, return on ad spend, search engine rankings, reach or the approval of advertisements by advertising platforms. Advertising platforms may reject, restrict or block ads and accounts at their own discretion; Provider is not responsible for such decisions.

### 18.6 Customer's legal responsibility

Customer is responsible for the legal admissibility of the content published at its request, including advertising claims, price statements, health claims, testimonials and comparative advertising, and for its legally required website texts (in particular imprint, privacy notice, cookie consent and terms). Provider may point out obvious legal concerns but does not provide legal advice. Where Provider supplies draft texts, Customer shall have them reviewed before publication.

### 18.7 Hosting and maintenance

Hosting, maintenance, updates, monitoring and support for Deliverables after acceptance are provided only under a separate SOW or retainer. Without such an agreement, Provider has no obligation to keep Deliverables operational, secure or compatible after acceptance.

### 18.8 Data protection in Professional Services

To the extent Provider processes Personal Data on behalf of Customer in the course of Professional Services (for example in websites, forms, automations or advertising accounts), the DPA applies accordingly.

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# Part IV – General Provisions

## 19. Governing Law and Dispute Resolution

### 19.1 Governing law

The Agreement and all non-contractual obligations arising out of it are governed by the laws of the State of Wyoming, USA, without regard to its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply. Mandatory provisions that apply irrespective of the chosen law remain unaffected, including the GDPR, Regulation (EU) 2023/2854 and Regulation (EU) 2022/2065.

### 19.2 Negotiation

Before initiating proceedings, the parties shall attempt in good faith to resolve the dispute for 30 days after written notice.

### 19.3 Arbitration

All disputes arising out of or relating to the Agreement shall be finally resolved by arbitration administered by the International Centre for Dispute Resolution (ICDR) under its International Arbitration Rules. The International Expedited Procedures apply irrespective of the amount in dispute. The tribunal consists of one arbitrator. The seat is Sheridan, Wyoming, USA. The language is English. Hearings are held by video conference, and claims below EUR 100,000 are decided on documents unless the arbitrator decides otherwise. The Federal Arbitration Act governs this Section 19.3. Judgment on the award may be entered in any competent court.

### 19.4 Exceptions

Notwithstanding Section 19.3, either party may bring (a) claims for payment of Fees, and (b) any claim whose total value does not exceed EUR 10,000, before the courts competent at the defendant's registered office or principal place of business, including summary payment-order proceedings. Either party may seek interim or injunctive relief from any competent court.

### 19.5 Jury waiver

TO THE EXTENT ANY DISPUTE IS HEARD IN A COURT IN THE UNITED STATES, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.

### 19.6 Limitation period

Any claim must be initiated within one year after the claimant became, or should reasonably have become, aware of it. This does not apply to claims for payment of Fees, claims based on wilful misconduct or fraud, or where mandatory law prohibits it.

### 19.7 Data protection

Clauses 17 and 18 of the SCC and the rights of data subjects remain unaffected.

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## 20. Confidentiality

### 20.1 Definition

"**Confidential Information**" means all non-public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the Agreement that is marked as confidential or should reasonably be understood to be confidential, including Customer Data, the terms of Order Forms and SOWs, pricing, product roadmaps, security information and trade secrets.

### 20.2 Exceptions

Confidential Information does not include information that (a) is or becomes publicly available without breach of the Agreement, (b) was lawfully known to the Recipient before disclosure without confidentiality obligation, (c) is lawfully received from a third party without confidentiality obligation, or (d) is independently developed by the Recipient. These exceptions do not apply to Personal Data, which remains subject to the DPA.

### 20.3 Obligations

The Recipient shall (a) use Confidential Information only for the purposes of the Agreement, (b) protect it with at least the degree of care it applies to its own confidential information, and no less than reasonable care, and (c) disclose it only to its employees, Affiliates, sub-processors, subcontractors and professional advisers who need to know it and are bound by equivalent confidentiality obligations. The Recipient may disclose Confidential Information where required by law or by an authority or court, provided that, where legally permitted, it notifies the Discloser in advance and discloses only the required part.

### 20.4 Return and deletion

Upon termination, or on request, the Recipient shall return or delete the Discloser's Confidential Information, except for copies that must be retained by law or that are contained

in routine backups, which remain subject to this Section 20 until deleted. Customer Data is governed by Sections 7.6 and 7.7, the DPA and Schedule 4.

### 20.5 Duration

The obligations under this Section 20 apply during the term of the Agreement and for three years after its end. For trade secrets and for Customer Data, they apply for as long as the information remains a trade secret or Customer Data, without time limit.

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## 21. Force Majeure

### 21.1 Force majeure events

Neither party is liable for any failure or delay in performance to the extent it is caused by an event beyond its reasonable control whose occurrence and consequences could not have been avoided by reasonable precautions, including reasonable redundancy and business-continuity measures ("**Force Majeure Event**"). Examples may include natural disasters, epidemics, war, terrorism, riots, governmental measures, large-scale failures of public telecommunications or energy networks, and widespread outages of hosting or cloud providers that could not have been avoided by reasonable precautions.

### 21.2 Exclusions

The following are not Force Majeure Events: (a) payment obligations; (b) failures of Provider's sub-processors or subcontractors, unless they are themselves caused by a Force Majeure Event; (c) labour disputes within the affected party's own organisation; and (d) security incidents that would have been prevented by the measures under Section 12.

### 21.3 Obligations

The affected party shall notify the other party without undue delay, use reasonable efforts to mitigate the effects and resume performance as soon as possible.

### 21.4 Termination

If a Force Majeure Event prevents the performance of material obligations for more than 30 consecutive days, either party may terminate the affected Subscription, Order Form or SOW by written notice; Section 10.3(b) applies.

## 22. Transition of Existing Agreements

### 22.1 Assumption of contract

If Customer has an existing agreement for any Growmino service with David Wolff, sole proprietor, Grüne Gärtel 7, 76316 Malsch, Germany (VAT ID DE464287751) ("**Former Provider**"), PUSH - CONSULTING LLC offers to enter into that agreement in place of Former Provider, with all rights and obligations, with effect from 1 December 2026, 00:00 CET ("**Transfer Date**") (assumption of contract). Former Provider has consented to this assumption by making this offer available to its customers. The assumption becomes effective upon Customer's acceptance under Section 22.2.

### 22.2 Consent and replacement of terms

By accepting these Terms, Customer consents to this assumption of contract and agrees that from the Transfer Date these Terms replace the existing terms. However: (a) individually agreed prices and terms in existing order forms continue to apply until the end of the current term; (b) prepaid Fees are credited; (c) the existing agreement governs obligations accrued before the Transfer Date; and (d) Former Provider remains liable for obligations accrued before the Transfer Date.

### 22.3 Customer Data

Customer instructs the transfer of Customer Data to the LLC as processor under the DPA.

### 22.4 Acceptance required from 1 December 2026; no consent

From 1 December 2026, an Authorised User with administrator rights must accept these Terms in the Application before Customer's Authorised Users can continue to use the Software Services; data export remains available at all times. Silence or continued use does not constitute consent. If Customer does not consent, the existing agreement continues with Former Provider in accordance with its terms until it ends under those terms, and either party may terminate it in accordance with those terms.

## 23. Miscellaneous

### 23.1 Language

The Agreement is concluded in English. Translations are provided for convenience only. In case of conflict the English version prevails, except where mandatory law requires otherwise.

## 23.2 Subcontracting

Provider may use subcontractors and sub-processors to perform the Services. Provider remains responsible for their performance. The engagement of sub-processors for Personal Data is governed by the DPA.

## 23.3 Independent contractors

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, employment, agency or fiduciary relationship. Neither party may bind the other.

## 23.4 Assignment

(a) Neither party may assign or transfer the Agreement or any rights or obligations under it without the other party's prior written consent, which shall not be unreasonably withheld. Claims for payment may be assigned freely, subject to mandatory law.

(b) Either party may, without consent, assign the Agreement as a whole by written notice to an Affiliate or to a successor in connection with a merger, reorganisation, change of legal form or sale of all or substantially all of its business or assets to which the Agreement relates, provided that the assignee is not subject to sanctions under Section 23.5, assumes all obligations under the Agreement in writing and, in the case of an assignment by Customer, is not a competitor of Provider.

(c) If Provider assigns the Agreement under paragraph (b), Customer may terminate the affected Subscriptions by written notice within 30 days after receipt of the assignment notice, with effect as of the date of the assignment or the end of the then-current month, as chosen by Customer. If Customer assigns the Agreement under paragraph (b), Provider may terminate the Agreement in the same manner if it has a legitimate interest in doing so.

## 23.5 Export control and sanctions

Each party shall comply with applicable export control and sanctions laws, including those of the United States (in particular the Export Administration Regulations and the regulations of the Office of Foreign Assets Control), the European Union and the United Kingdom. Customer represents that neither it nor any of its owners, directors or Authorised Users is listed on any sanctions list or is located in, organised under the laws of or ordinarily resident in a country or territory subject to comprehensive sanctions, and that it will not use the Services or permit access to them in breach of such laws. Provider may suspend or terminate the Services immediately if this is necessary to comply with such laws.

## 23.6 Anti-bribery

Each party shall comply with applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and §§ 299 et seq. of the German Criminal Code, and shall not offer, give, request or accept any improper payment or advantage in connection with the Agreement.

## 23.7 Third-party beneficiaries

The Agreement does not confer any rights on third parties, except (a) the rights of data subjects as third-party beneficiaries under the SCC, and (b) the persons protected under Sections 14.2 and 15.9.

## 23.8 Entire agreement

The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, proposals and representations, subject to Section 22. Amendments must be made in writing or in accordance with Section 4.5 or in an Order Form or SOW.

## 23.9 Severability

If any provision of the Agreement is or becomes invalid or unenforceable, the validity of the remaining provisions is not affected. The invalid or unenforceable provision shall be deemed replaced, to the extent permitted by law, by the valid and enforceable provision that comes closest to its economic purpose; where a provision is invalid only in part or to a certain extent, it shall apply to the maximum permissible extent.

## 23.10 No waiver

No failure or delay in exercising any right constitutes a waiver of that right. A waiver is effective only if made in writing and applies only to the specific case.

## 23.11 Set-off and retention

Customer may set off only claims that are undisputed or have been finally established, and may exercise a right of retention only on the basis of claims arising from the same contractual relationship.

## 23.12 Survival

The following survive termination or expiry of the Agreement: Sections 1, 2.4, 6.2, 6.5, 7, 9 (for Fees accrued), 10.3, 10.8, 13.4, 14, 15, 18.1 to 18.4, 19, 20, 22 and 23, Schedule 4 for the periods stated therein, the DPA for as long as Provider processes Customer Data, and any other provision that by its nature is intended to survive.

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# Schedule 1 – Module Terms

These Module Terms supplement Parts I, II and IV for the respective Module. In case of conflict, they prevail over Parts I to IV (Section 3.2).

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## 1.1 Growmino One CRM – Telephony, Messaging and Email

(a) **Customer's responsibility for communications.** Customer is solely responsible for ensuring that all calls, SMS, emails and other communications initiated through the CRM Module (including via the power dialer, workflows and automations) comply with applicable law, in particular rules on unsolicited advertising, telemarketing, consent and do-not-call lists (for example § 7 UWG in Germany, the TCPA, the Telemarketing Sales Rule and state laws in the United States, and comparable laws in other countries), calling-time restrictions and caller identification requirements. Customer is responsible for obtaining, documenting and honouring consents and opt-outs.

(b) **Call recording.** Call recording is disabled by default. If Customer enables it, Customer shall ensure that all participants are informed of the recording at the beginning of the call and that any legally required consent has been obtained, in particular in jurisdictions requiring the consent of all parties and in compliance with § 201 StGB. Customer is responsible for configuring the announcement and for the lawful retention and deletion of recordings.

(c) **Twilio terms.** Telephony and SMS are provided via Twilio Inc. Customer shall comply with Twilio's Acceptable Use Policy and messaging policies as applicable to the use through the Services, including registration requirements for messaging (such as A2P 10DLC in the United States) and the information and documentation requirements for phone numbers in the relevant countries. Customer shall provide the information required for these registrations completely and accurately.

(d) **Phone numbers.** Phone numbers are assigned by carriers and regulatory authorities and provisioned via Provider's Twilio account. Customer acquires a right to use the numbers for the duration of the relevant Subscription, but no ownership. Upon Customer's request Provider will reasonably support the porting of numbers to another provider to the extent technically and regulatorily possible; third-party porting fees are borne by Customer. Numbers that are not ported within the export period under Section 7.6 may be released.

(e) **Carrier measures.** Carriers and Twilio may block, filter, label as spam or restrict calls, messages or numbers based on their own assessment. Provider has no influence on these measures and is not liable for them, unless caused by Provider. Provider may suspend telephony functions under Section 11.1 if carriers or Twilio report abuse or this is required to prevent the blocking of Provider's account.

(f) **Emergency calls.** The telephony functions are not a substitute for a fixed-line or mobile telephone service and do not support emergency calls.

(g) **Email.** Emails are sent exclusively through the Google or Microsoft accounts connected by Customer. Customer is responsible for compliance with the sending limits and terms of its email provider, for the sender identity, for the inclusion of required information and unsubscribe options, and for the lawfulness of the emails. Provider does not operate a bulk-email service.

(h) **Mailbox and calendar synchronisation.** Before activating synchronisation, workflows or automatic lead creation, Customer shall check the configured automations, as synchronised emails and events may trigger workflows.

(i) **Spend limits.** Usage Charges for telephony and SMS are subject to the spend limits set by Customer in the Application. Customer is responsible for charges caused through its account, including charges resulting from compromised credentials, unless Provider is responsible for the compromise.

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## 1.2 AI Features

(a) **Nature of AI outputs.** AI features (for example call transcription, call summaries, AI-generated offers and texts) are based on probabilistic models. Outputs may be inaccurate, incomplete or inappropriate. Customer shall review AI outputs by a human before relying on them, sending them to third parties or using them for decisions.

(b) **No training.** Customer Data is not used to train AI models (Section 7.3).

(c) **Information of conversation partners.** Where calls are transcribed or summarised by AI, Customer shall inform the conversation partners in advance and obtain consent where required by law.

(d) **AI literacy.** Customer is responsible for ensuring a sufficient level of AI literacy of its staff using AI features in accordance with Art. 4 of Regulation (EU) 2024/1689 (AI Act).

(e) **Prohibited and high-risk uses.** Customer shall not use AI features for practices prohibited under Art. 5 AI Act or for any high-risk use case listed in Annex III AI Act, in particular for recruitment, selection, promotion, termination, performance evaluation or monitoring of employees, creditworthiness assessments or access to essential services. The Services are not designed or provided as a high-risk AI system.

(f) **Credits.** AI features may be subject to credits or Usage Charges in accordance with Schedule 5.

## 1.3 Growmino One Booking – Offers, Contracts, Electronic Signatures and Invoices

(a) **Electronic signature with audit trail.** The Booking Module provides an electronic signature with audit trail (signature via a personal link and one-time password, recording of time, IP address, document hash and process steps). It is not a qualified electronic signature and is not designated or warranted as an advanced electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS).

(b) **Form requirements.** Customer is responsible for determining whether the electronic signature with audit trail satisfies the form requirements applicable to a document. In particular, it does not satisfy statutory written-form requirements (for example § 126 of the German Civil Code (BGB)) or the electronic form under § 126a BGB, which requires a qualified electronic signature. It may not be used for documents for which electronic form is excluded or which require written form, such as the termination of employment (§ 623 BGB) or a fixed-term agreement under § 14(4) of the German Part-Time and Fixed-Term Employment Act (TzBfG), nor for documents requiring notarisation.

(c) **Customer as contracting party.** Contracts, offers and bookings created through the Booking Module are concluded between Customer and its End Customers. Provider is not a party to them and is not responsible for their content, legality or performance. Templates provided by Provider are non-binding examples and do not constitute legal advice.

(d) **Invoices.** Customer remains the issuer of all invoices created through the Booking Module and is responsible for their correctness, tax treatment and compliance with invoicing requirements, including electronic invoicing obligations (such as ZUGFeRD/EN 16931 formats), sequential numbering, and retention and immutability requirements (including the German GoBD and § 147 of the German Fiscal Code (AO)). Provider does not provide tax advice. Customer shall archive invoices and contracts in a system suitable for statutory retention, unless the Documentation expressly confirms that the Booking Module fulfils these requirements.

(e) **Credits.** AI offers, AI texts and direct signatures consume credits in accordance with Schedule 5. Credits are consumed upon use, are non-refundable, are not redeemable for cash and expire at the end of the Agreement, unless stated otherwise at purchase.

## 1.4 Growmino One HR – Time Tracking and Personnel Administration

(a) **Employer as controller.** Customer, as employer, is the controller for all employee data processed in the HR Module and is responsible for the legal basis of the processing (including Art. 88 GDPR and § 26 of the German Federal Data Protection Act or successor provisions) and for informing employees.

(b) **Co-determination.** The introduction and use of the HR Module may be subject to co-determination by a works council, in particular under § 87(1) no. 6 of the German Works Constitution Act (BetrVG). Customer is responsible for involving the works council and concluding any required works agreements before go-live.

(c) **Working-time law.** Customer remains responsible for compliance with working-time law, including the German Working Hours Act (ArbZG) and the obligation to record working time, for the correctness of the recorded times and for the review of rest periods, maximum working hours and breaks. Notices in the Application regarding working-time rules are aids and not a legal review.

(d) **No scoring.** Customer shall not use the HR Module for automated performance evaluation, behavioural profiling, scoring or covert monitoring of employees.

(e) **DATEV and payroll export.** Export functions for DATEV and other payroll systems are provided as a convenience. Provider does not warrant that exported data is complete, correct or accepted by the target system for the purposes of payroll accounting. Customer or its tax adviser shall check the exported data before use. Provider does not provide payroll or tax advice.

(f) **Terminals and PINs.** Customer is responsible for the secure operation of time-tracking terminals and the devices used for them, for the allocation and confidentiality of employee PINs and for preventing misuse (for example clocking in on behalf of others). Data recorded in offline mode is transmitted when the connection is restored; Customer is responsible for checking any synchronisation conflicts.

(g) **Payroll documents.** Customer is responsible for the lawfulness of the payroll documents it uploads and their retention periods.

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## 1.5 Growmino One Members

(a) **Availability.** The Members Module is offered only once Provider makes it available. Until then, this paragraph 1.5 applies to any pilot or Beta use.

(b) **Minors and special categories of data.** Customer may process Personal Data of minors and data concerning health only if a valid legal basis exists (in particular any required consent of the holders of parental responsibility under Art. 8 GDPR or national law, and an exception under Art. 9(2) GDPR for health data), only in the fields designated for this purpose and only to the extent necessary.

(c) **Data protection impact assessment.** Features for processing health data and other high-risk processing are activated for a Customer only after Customer has confirmed in the Application that it has carried out a data protection impact assessment under Art. 35 GDPR, where required. Provider supports Customer in accordance with the DPA.

(d) **No collection of payments.** The Members Module does not include the collection of membership fees or direct debits until Provider offers such a function separately under additional terms.

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# Schedule 2 – Acceptable Use Policy

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## 1. Purpose and scope

This AUP applies to all use of the Software Services by Customer, its Authorised Users and End Customers acting through Customer's account. It also contains the information on content moderation required by Art. 14 of Regulation (EU) 2022/2065 (Digital Services Act, "**DSA**").

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## 2. Prohibited use

Customer shall not use the Services, and shall not permit their use:

- (a) in violation of applicable law or third-party rights, including intellectual property, privacy, data protection and competition law;
- (b) to send spam or unsolicited bulk messages, or to send advertising emails, SMS or messages without the required consent;
- (c) for unsolicited advertising calls, automated or prerecorded calls without the required consent, or calls to numbers on applicable do-not-call lists in breach of law;
- (d) to record or transcribe conversations covertly or without the information and consent required by law;
- (e) to distribute malware, viruses or other harmful code, or for phishing or fraud;
- (f) for scraping, crawling or automated mass extraction of data from the Services or from third-party websites in breach of their terms or the law;
- (g) in a way that overloads or impairs the Services or their infrastructure, including denial-of-service attacks and excessive API calls;
- (h) to circumvent usage limits, spend limits, access restrictions, security mechanisms or licensing restrictions, including by creating multiple accounts to extend the Trial;
- (i) to impersonate another person or organisation, to falsify caller IDs or sender information, or to misrepresent the origin of communications;

- (j) to store, publish or distribute illegal content, including content that is discriminatory, defamatory, inciting hatred or violence, sexually exploiting minors, or otherwise unlawful;
- (k) for practices prohibited under Art. 5 of the AI Act or high-risk uses under Schedule 1, paragraph 1.2(e);
- (l) to test or probe vulnerabilities without Provider's prior written consent.

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## 3. Enforcement

Provider may investigate suspected violations. Provider takes proportionate measures depending on the severity, duration and repetition of the violation, the degree of fault and the interests of affected parties, for example a warning, the removal of or blocking of access to specific content, the restriction of individual features (such as telephony), the suspension of accounts under Section 11, or termination under Section 10.6. Where possible and appropriate, Provider will first ask Customer to remedy the violation.

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## 4. Content moderation (Art. 14 DSA)

Provider does not generally monitor Customer Data. Provider acts on content mainly upon notices, orders from authorities and indications of abuse (for example reports by carriers). Automated tools are used only to detect and limit technical abuse, such as rate limits, spam and bot detection at registration and spend limits; decisions to remove content or restrict accounts are made by a human. Decisions are made diligently, objectively and non-arbitrarily, taking into account the fundamental rights and legitimate interests of all parties involved.

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## 5. Points of contact (Art. 11 and 12 DSA)

The single point of contact for authorities of the Member States, the European Commission and the European Board for Digital Services, and the point of contact for recipients of the Services, is: office@growmino.de. Communication is possible in English and German. Recipients of the Services can communicate with Provider directly and quickly via this address; communication is not solely through automated tools. Provider's legal representative in the Union under Art. 13 DSA is David Wolff, sole proprietorship, Grüne Gärtel 7, 76316 Malsch, Germany, office@growmino.de, +49 176 31685433; it may be addressed, in addition to or instead of Provider, by the authorities referred to above on all issues relating to the DSA.

## 6. Notice-and-action procedure (Art. 16 DSA)

(a) **Submission.** Any person or entity may report content stored in the Services that it considers illegal by email to office@growmino.de with the subject line "DSA Notice".

(b) **Content of the notice.** A notice should contain: (i) a sufficiently substantiated explanation of why the content is considered illegal; (ii) a clear indication of the exact electronic location of the content, such as the exact URL, and further information enabling its identification; (iii) the name and email address of the notifier, except in the case of notices concerning offences referred to in Articles 3 to 7 of Directive 2011/93/EU; and (iv) a statement confirming the notifier's good-faith belief that the information and allegations contained therein are accurate and complete.

(c) **Confirmation.** Provider confirms receipt of the notice without undue delay to the email address provided.

(d) **Decision.** Provider processes the notice in a timely, diligent, non-arbitrary and objective manner and informs the notifier without undue delay of its decision, stating whether automated means were used, and of the available redress.

(e) **Misuse.** Provider may, after a prior warning, suspend the processing of notices from persons who frequently submit manifestly unfounded notices for a reasonable period.

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## 7. Statement of reasons (Art. 17 DSA)

If Provider removes or disables access to content, suspends or terminates the Services or an account, or otherwise restricts their use on the ground that content is illegal or incompatible with this AUP, Provider informs the affected Customer at the latest when the restriction takes effect with a clear and specific statement of reasons, including: the type and scope of the restriction and its duration; the facts and circumstances relied on, including whether the decision was taken upon a notice; whether automated means were used; the legal ground relied on, where the content is considered illegal, or the contractual ground (the relevant provision of this AUP), where it is considered incompatible with the AUP; and the available redress. This does not apply where an authority has ordered otherwise or where the information concerns deceptive high-volume commercial content.

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## 8. Internal complaint and redress

(a) **Complaint.** The affected Customer and the notifier may lodge a complaint against a decision under paragraphs 6 or 7 within six months by email to office@growmino.de with the

subject line "DSA Complaint". Provider reviews the complaint by a person who was not involved in the original decision where possible, without undue delay and free of charge, and reverses the decision if the complaint shows that it was unjustified.

(b) **Further redress.** The affected persons may also bring the matter before the competent courts in accordance with Section 19, and, where the DSA provides for it, use a certified out-of-court dispute settlement body under Art. 21 DSA or lodge a complaint with the competent Digital Services Coordinator. Mandatory rights to judicial redress remain unaffected.

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# Schedule 3 – Data Processing Addendum

The Data Processing Addendum, including its Appendices (description of processing, technical and organisational measures and sub-processors) and the SCC incorporated by reference to the extent Chapter V GDPR applies, is published at growmino.de/legal/dpa and forms Schedule 3 of these Terms. The current list of sub-processors is maintained at growmino.de/legal/subprocessors.

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# Schedule 4 – Data Act Switching and Exit

This Schedule implements Chapter VI of Regulation (EU) 2023/2854 ("**Data Act**"). It applies to all Subscriptions to the Software Services, except the Trial (Section 4.4).

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## 1. Switching request

Customer may at any time request (a) switching to another provider of data processing services, (b) transfer to an on-premises ICT infrastructure, or (c) the erasure of its exportable data (each a "**Switching Request**"). The Switching Request is made via the Application or by email to office@growmino.de with the subject line "Legal Notice – Switching". Customer shall state the option chosen and, where applicable, the destination.

## 2. Notice period

The maximum notice period for initiating the switching process is one calendar month from receipt of the Switching Request. Customer may set a shorter notice period, and Provider will initiate the process earlier where possible.

## 3. Transitional period

(a) After the notice period, Provider completes the switching process within a transitional period of no more than 30 calendar days.

(b) If this is technically unfeasible, Provider notifies Customer within 14 Business Days of the Switching Request, duly justifies the technical unfeasibility and states an alternative transitional period, which may not exceed seven months. Service continuity is maintained throughout the alternative period.

(c) Customer may extend the transitional period once for a period it considers more appropriate for its own purposes.

## 4. Provider obligations during switching

During the notice and transitional periods, Provider (a) provides reasonable assistance and the information required for switching, (b) acts with due care to maintain business continuity and continues to provide the Services, (c) provides clear information on known risks to the continuity of the Services, and (d) maintains a high level of security throughout the switching process, in particular during the transfer of data. Customer pays the Fees for the Services used during these periods, subject to the refund under paragraph 10.

## 5. Exportable data

Exportable data comprises the input and output data, including metadata, directly or indirectly generated or co-generated by Customer's use of the Software Services, in particular:

- (a) **CRM:** contacts, leads, companies, deals and pipelines, notes, tasks and activities, call metadata (time, duration, numbers, outcome), call recordings, transcripts and summaries,

SMS, email metadata stored in the Services, lists, workflows, email templates, custom fields and configuration;

- (b) **Booking:** bookings, offers, contracts including the audit trail of electronic signatures, invoices (PDF and ZUGFeRD), End Customer records, documents in the document library, templates and configuration;
- (c) **HR:** employees and their master data, time entries, absences, rosters, working-time accounts, locations, uploaded documents including payroll documents, and configuration;
- (d) **Members:** once offered, member records, contracts, attendance and the documents stored for members.

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## 6. Data excluded from export

Exportable data does not include: source code, object code and internal algorithms of the Services; Provider's internal system logs and Usage Data; Provider's intellectual property, trade secrets and Pre-existing IP; information whose disclosure would compromise the security or integrity of the Services (such as security configurations, internal keys and hashes, including peppered PIN and API-key hashes); and data of other customers.

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## 7. Formats and interfaces

Exportable data is made available in structured, commonly used and machine-readable formats, in particular CSV and JSON, documents and invoices as PDF (and ZUGFeRD XML where applicable), uploaded files and recordings in their original format, and via the documented APIs where available.

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## 8. Retrieval period and erasure

(a) Customer may retrieve its exportable data for at least 30 calendar days after the end of the transitional period, and in any case until the deletion date under Section 10.9 where that is later ("**Retrieval Period**"), consistent with Section 7.6.

(b) After the end of the Retrieval Period, or earlier upon Customer's request after successful switching, Provider erases all exportable data and digital assets of Customer in accordance with Section 7.7 and the DPA, unless retention is required by law, and confirms the erasure on request.

(c) Where Customer elects erasure under paragraph 1(c), Provider erases the exportable data in accordance with paragraph 8(b) without prior transfer.

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## 9. No switching charges

Provider does not charge any switching charges or data egress charges for Switching. The Fees for Services used during the notice and transitional periods remain payable, subject to paragraph 10.

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## 10. End of the Agreement and refunds

The affected Subscription (and, where all Subscriptions are affected, the Agreement) ends upon successful completion of the switching process or, where Customer has requested only erasure, at the end of the notice period. Customer is notified of the termination. For Subscriptions prepaid for more than one month under an Order Form, Provider refunds prepaid Fees in accordance with Section 10.3(a); the refund is never less than zero and no additional payment is due.

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## 11. Custom-developed services

Where Services or parts of Services have been custom-built for Customer under an Order Form or SOW and are not offered at broad commercial scale via the service catalogue, the obligations of this Schedule may not apply in accordance with Art. 31(1) Data Act; Provider will inform Customer of this before concluding the relevant Order Form or SOW.

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## 12. Information obligations

Information on the procedures for switching and on the exportable data is available in the Documentation. Information on the jurisdiction of the ICT infrastructure and on the technical, organisational and contractual measures adopted to prevent unlawful international governmental access to or transfer of non-personal data (Art. 28 Data Act) is published at growmino.de/legal/security.

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# Schedule 5 – Fees

## 1. Applicable prices

The prices applicable at the time of order, as shown on growmino.de/preise and on the pricing page in the Application, apply. The following prices are those applicable as of version v2026-12-01. All prices are in EUR and net of VAT and other taxes (Section 9.8).

| Module | Plan | Price |
|---|---|---|
| Growmino One CRM | Basic | EUR 9 per user per month |
| Growmino One CRM | Business | EUR 29 per user per month |
| Growmino One CRM | Enterprise | EUR 59 per user per month |
| Growmino One HR | Basic | EUR 39 per month, including up to 10 employees; EUR 9 per month for each additional employee |
| Growmino One HR | Enterprise | EUR 89 per month, including up to 10 employees; EUR 9 per month for each additional employee |
| Growmino One Booking | Standard | EUR 12.90 per user per month |
| Growmino One Booking | Credits | EUR 0.15 per credit |

## 2. Booking credits

The following credit consumption applies: AI offer: 10 credits; AI text: 3 credits; direct signature: 20 credits. Paragraph 1.3(e) of Schedule 1 applies.

## 3. Billing interval

In self-service, all Plans are billed monthly in advance. There are no annual plans; longer terms may be agreed only in an Order Form (Section 10.2). Individually agreed special prices for a Customer are shown in the Application and in the invoice.

## 4. Usage Charges

Telephony minutes, phone numbers, SMS and AI processing are charged as Usage Charges in accordance with the price list displayed in the Application at the time of use, monthly in arrears and subject to Customer's spend limits (Section 9.3(b)).

## 5. Trial

The Trial is free of charge. Telephony minutes, SMS, AI processing and storage are limited during the Trial to the quotas shown in the Application.

## 6. Order Forms and SOWs

Prices and payment terms agreed in an Order Form or SOW prevail over this Schedule 5 for the services covered by them.

# Annex – Acceptance Statement

The following text is displayed next to a checkbox that is not pre-selected at registration:

> "I act on behalf of a business, not as a consumer, and I am authorised to bind it. On its behalf I accept the Customer Terms of Service (v2026-12-01), including the Data Processing Addendum with the EU Standard Contractual Clauses and the governing-law and arbitration clause in Section 19. I acknowledge the Privacy Notice."