

General Terms and Conditions teamMIND

1. General Terms and Conditions of the Provider

These General Terms and Conditions ("GTC") apply to **teamMIND**, an online offering of Awaris GmbH, Genter Str. 8, 50672 Cologne, Germany ("**Awaris**").

2. Conclusion of Contract and Contractual Parties

Parties to the contract are Awaris and the respective team leader (contracting party) who registers for the teamMind Survey service. The contract is concluded online on the teamMind platform and in English only.

3. teamMIND

- 3.1. Awaris provides the **users** (team leader and the participating members of the team) with the teamMind Survey (a team survey and evaluation incl. a report). Team can also be a department or a division. More information about the teamMind Survey is provided here: awaris.com/teammind-screening. A report is only generated if the minimum number of team members specified by the respective team leader have completed their entries in the teamMind Survey.
- 3.2. There is no claim to the raw data from the surveys.
- 3.3. The teamMind Survey is based on the knowledge and professional experience of Awaris employees. The Awaris staff members are qualified and experienced academics from various disciplines relevant for the preparation of such reports. The report is prepared to the best of their knowledge.
- 3.4. The teamMind Survey services are not available on an uninterrupted and permanent basis, but according to the capabilities of Awaris.
- 3.5. Awaris will send a link to retrieve the report to the team leader and the participating team members, to the e-mail address they provided upon registration. The report is made available online only, it cannot be downloaded or printed. The contents can be viewed for a period of 6 months.
- 3.6. Awaris will create the report and send the link within a maximum of 12 hours after the minimum number of team members specified by the team lead have participated.

4. Obligation of the Users

- 4.1. Information must be provided truthfully, completely and to the best of the user's knowledge.
- 4.2. Insofar as access data is provided for access to the teamMind-platform or for retrieval of the report, such data shall be kept confidential and shall not be made accessible to third parties.
- 4.3. The contracting party warrants that the information from the employment relationship disclosed for the preparation of the report may be disclosed to Awaris.

5. No Use by Third Parties

It is not permitted to make the teamMind Survey services including the report ("**services**") available to third parties. Third parties in this sense are persons other than the users. For the avoidance of doubt, distributing the link from section 3.1 or informing third parties about the teamMind survey is not deemed to be a making it available within the meaning of this paragraph.

6. Barter

The use of the Services is free of charge. Rather, users allow Awaris to use their personal and other data in exchange for the report on Awaris. These data are the data that the users enter into the teamMind Survey form windows and the data that Awaris may obtain by applying tracking measures. Regarding the personal data, its use by Awaris and further information on data protection, please refer to the Privacy Policy at https://surveys.awaris-app.com/privacy_policy.

7. Order

When ordering via the website awaris.com/teammind-screening.de, it is possible at any time and finally to return to page [<https://surveys.awaris-app.com/teammind/>] to check and, if necessary, correct entries. The order is only bindingly sent by pressing the button "bindingly order". Until then, the order process can be terminated at any time. Awaris stores the text of the contract and sends a confirmation of receipt of the order to the contracting party's e-mail address provided by the contracting party, together with the order data and the applicable GTC. This confirmation of receipt does not constitute the conclusion of a contract. The contract is not concluded until Awaris sends the confirmation e-mail. There is no claim to the conclusion of the contract. The contract shall be concluded in English.

8. Consent in Data Processing

For the use of personal data, data protection consents are required, which Awaris online obtains from each user.

9. Defaults

- 9.1. Awaris will remedy any malfunction of the platform within a reasonable time.
- 9.2. In case of defects in the data provided by the user and in the report generated by Awaris, the provisions of §§ 434 et seq. BGB (German Civil Code) shall apply mutatis mutandis, unless otherwise provided for in the following.

10. Liability

Awaris shall be liable pursuant to the following provisions:

- 10.1. Awaris shall be liable without limitation in cases of express and written guarantee or a procurement risk, in cases of damage to property or financial loss caused intentionally or by gross negligence, and for intentional or negligent injury to life, body or health.
- 10.2. Liability under the Product Liability Act remains unaffected.
- 10.3. In the event of a slightly negligent breach of duty, Awaris shall only be liable for material contractual obligations, the performance of which is essential for the proper performance of the contract, the breach of which endangers the achievement of the purpose of the contract and the performance of which the customer regularly relies on (so-called cardinal obligations).
- 10.4. To the extent that liability is effectively excluded or limited under the foregoing paragraphs, this shall also apply to the personal liability of Awaris' employees, other staff, officers, representatives and vicarious agents.

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11. Indemnification

- 11.1. The contracting party shall indemnify Awaris against any liability and all costs, including legal fees for legal defense, fines and possible and actual costs of legal proceedings, in case Awaris is held liable by third parties, in particular the users' employer or a governmental institution such as a data protection supervisory authority, claiming that the report is based on false or incomplete data or on data disclosed by the user without authorization.
- 11.2. Awaris will inform the contracting party about the claim. The contracting party is obliged to provide Awaris without undue delay with all information at its disposal relating to the matter in question.
- 11.3. A precondition for indemnification is that Awaris does not make any concessions or acknowledgements in the matter without the contracting party's consent and allows the contracting party to conduct all judicial and extrajudicial negotiations on the claims at its own expense. However, these conditions shall cease to apply if and to the extent that the contracting party concerned does not consult with Awaris on the facts and the course of action within the reasonable period of time set by Awaris for this purpose.
- 11.4. Awaris shall not be entitled to indemnification if neither it nor the affected users are responsible for the breach of duty or would be responsible for it, assuming the factual allegations of the claiming third party to be true.

12. Statute of Limitations

- 12.1. Claims for defects shall become statute-barred twelve (12) months after the passing of risk. Claims under section 10 shall remain unaffected.
- 12.2. Otherwise, the User's claims shall become statute-barred twelve months after knowledge, but no later than 36 months after the date on which the relevant service was provided or the relevant breach of duty was committed. The statutory limitation rules for intentional and grossly negligent acts, for claims due to intentional or negligent injury to life, body or health, due to fraudulent misrepresentation and for claims under the Product Liability Act shall remain unaffected.

13. Intellectual Property

- 13.1. Subject to the provisions of section 13.2, Awaris is entitled to all industrial property rights and copyrights in connection with the teamMind Survey service in relation to the users.
- 13.2. Users are granted a non-exclusive, perpetual, non-spatially limited and non-transferable right to use the report by viewing it for their own purposes. Users are prohibited from copying, distributing, exhibiting, presenting, making publicly accessible, reproducing on image or sound carriers, editing or redesigning the report. Legally permitted uses (§§ 44a and seq. German Copyright Act) shall remain unaffected.
- 13.3. If and to the extent that a database or a database right is created in connection with the use of the Service, Awaris shall be entitled to all rights thereto in relation to the users.

14. Term and Termination

- 14.1. The report shall be displayed for the period specified in Section 3.5.
- 14.2. The contract may not be terminated by ordinary termination before the end of this period. The right to terminate without notice for good cause shall remain unaffected.

15. Alternative Dispute Resolution

A procedure for the settlement of disputes in connection with online transactions has been established on an online platform operated by the EU. The platform can be reached at <http://ec.europa.eu/consumers/odr/>. Awaris is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

16. Right of Withdrawal

The contractual partner (see above section 2) has the following statutory right of withdrawal.

Model Instructions of Withdrawal

Right of Withdrawal

The contracting party has the right to withdraw this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract. In order to exercise the right of withdrawal, the team leader must inform Awaris GmbH, Genter Str. 8, 50672 Cologne, Germany (e.g. by letter sent by post, fax) or by e-mail to (e-mail-address: support@awaris.com) of his/her decision to withdraw from this contract by means of a clear declaration. The contracting party can use the included sample withdrawal form in this section for this purpose, but it is not mandatory. To comply with the withdrawal period, it is sufficient for the contractual partner to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Effects of the Withdrawal

If the contractual party withdraws this contract, Awaris will return the consideration received by Awaris (rights to use data) without undue delay and at the latest within fourteen days from the date on which Awaris received the notice of withdrawal of this contract. No fee will be charged for the return. There will be no claim to the report.

Expiry of the Right of withdrawal

The aforementioned right of withdrawal expires when Awaris has started the execution of the contract after the contracting party has a) expressly agreed that Awaris may start the execution of the contract before the expiry of the withdrawal period and the contracting party has b) confirmed its knowledge of the expiry of his/

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her right of withdrawal by agreeing to the start of the execution of the contract by Awaris.

This is the model withdrawal form for the consumer. This is the legal model text (Annex 2 to Art. 246a § 1 para. 2 sentence 1 no. 1 EGBGB):

Model Withdrawal Form

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

- To Awaris GmbH, Genter Str. 8, 50672 Köln:

- I hereby give notice that I withdraw from my contract for the provision of the following service

- Ordered on (*)/received on (*)

- Name of the consumer

- Address of consumer

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

- Date

(*) Delete as appropriate.

17. General Information Requirements

- The publications of Awaris regarding the teamMind Survey contain information in English only.
- Readers will find the identity and address of Awaris in section 1 of these General Terms and Conditions (GTC).
- Awaris does not charge a price for its services. In this respect, readers are referred to section 6 of these GTC and the notes in the order process.
- The terms and conditions of delivery and service can be found directly in the ordering process.
- The information on the existing statutory warranty right is contained in clauses 9, 10 and 12 of these GTC.
- Requirements, deadlines and information on the procedure for exercising the right of withdrawal in accordance with § 355 (1) BGB (German Civil Code) and the model withdrawal form can be found in Section 16 of these GTC.

18. Final Provisions

- 18.1. German law shall apply exclusively to all claims arising from the contractual relationship. In relation to a consumer, this choice of law shall only apply to the extent that it does not restrict any mandatory statutory provisions of the state in which the consumer is domiciled or habitually resident.
- 18.2. These GTC shall remain effective in their remaining parts even if individual provisions are ineffective. The invalid provisions shall be replaced by the statutory provisions, if any.