

General Terms and Conditions (GTC)

1. general and scope of application

1.1 The following General Terms and Conditions apply to all business relationships between Miosga Software UG (haftungsbeschränkt) - hereinafter referred to as Miosga Software - and the users of the platform. The version valid at the time the contract is concluded shall apply.

1.2 Deviating, conflicting or supplementary general terms and conditions or agreements shall not become part of the contract, even if known, unless their validity is expressly agreed.

1.3 The General Terms and Conditions apply to deliveries and services of all kinds, including those provided by third parties as vicarious agents of Miosga Software.

1.4 The General Terms and Conditions apply equally to entrepreneurs and consumers.

2. contract language

The language available for the conclusion of the contract is German. The GTC are also available in English.

3. registration

If you wish to use our platform, you must register by filling in the registration form with your name and email address. You can register and create your account via the website on the Internet or via the app.

Registration is only possible if you have previously agreed to the validity of our General Terms and Conditions.

Please note that you must be 18 years of age or older to register and have legal capacity within the meaning of the German Civil Code (BGB).

4. performance/free quota

4.1 Once you have completed your registration, you have a free quota of 10 giga bytes at your disposal.

You can use this quota to upload files of any kind and share this content with other users. Instructions on how the app works are provided when you start the app for the first time.

4.2 The files are stored to the best of Miosga Software's knowledge on servers located in Germany.

4.3 The directories provided with a # and the files contained therein are not encrypted and are therefore also accessible to other users. To prevent this, the user can assign a password to the directories he has created. The user is therefore responsible for protecting the files against access by other users. He is also responsible for ensuring that the passwords he assigns do not become known to unauthorised third parties.

5. Paid contingent/subscription/conclusion of contract

5.1 You have the option to pay to book additional storage quotas as part of a monthly or annual subscription.

The current prices and corresponding storage quotas can be found under the following link:
<https://www.hash.cloud/pricing>

All prices are gross prices in euros including VAT.

5.2 If you buy a monthly or annual subscription, the free account expires.

5.3 A contract for the subscription you have selected is concluded when you click on the Buy-Button. You will then receive a confirmation of the subscription.

6. payment/activation of the quota

6.1 Payment is processed via Apple Pay when using the app. When using the web application, payment is processed via the payment service provider Stripe or via the payment method you have stored in Google Play.

6.2 As soon as Miosga Software has received the payment, Miosga Software shall activate the corresponding storage quota.

6.3 You are not entitled to offset against our claims unless your counterclaims have been recognised by declaratory judgement or are undisputed and arise from this contract.

7. revocation

Cancellation policy

Consumers have a fourteen-day right of cancellation.

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform us (Miosga Software UG (haftungsbeschränkt), Karlsburg 16, 24398 Winnemark, Deutschland, info@miosga-software.com, Phone: + 49 (0) 151 22306315) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

For a contract for the provision of digital content that is not on a physical data carrier and which obliges you to pay a price, the following applies: The right of cancellation also expires (prematurely) if you have expressly agreed that we will start fulfilling the contract before the end of the cancellation period, you have confirmed your knowledge that your right of cancellation expires with your consent at the beginning of the fulfilment of the contract and we have provided you with a confirmation.

For a contract for the provision of digital content not on a physical data carrier, which does not oblige you to pay a price, the following applies: The right of cancellation also expires (prematurely) if we have started to fulfil the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

- Miosga Software UG (haftungsbeschränkt), Karlsburg 16, 24398 Winnemark, Germany,
info@miosga-software.com

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following

8. subscription term/cancellation

8.1 A subscription for the respective booked term (e.g. 1 month/12 months) is automatically extended by the booked term if it is not cancelled before the end of the booked term.

8.2 You can cancel your subscription by clicking on the "Cancel now" button. You can also send us your cancellation by e-mail or mail.

If you cancel the contract, you will receive a confirmation from us.

8.3 In the event of cancellation, all files uploaded by you will be irrevocably deleted at the end of the subscription at the latest.

8.4 In the event of cancellation, the storage quota is immediately reset to the free quota. Payments already made will not be refunded.

9. obligations of users/release/extraordinary cancellation

9.1 You guarantee that you hold all rights of use to copyrights, trademarks and other industrial property rights to the files uploaded by you to an unlimited extent in terms of time, place and content. You further guarantee that the use of the platform does not infringe any personal rights of third parties or any copyrights, trademarks or other industrial property rights.

9.2 The electronic sending of illegal, deceptive or harassing content (including spam, mass mailing of messages or unauthorised commercial ventures), the intrusion into the private sphere of another user (e.g. by collecting and/or disseminating personal data) is prohibited. Furthermore, offensive statements and/or statements that fall under hate speech towards users as well as employees of Miosga Software must be refrained from.

9.3 Furthermore, it is prohibited to upload files with criminal content, in particular files with racist, violence-glorifying, discriminatory, inciting, pornographic, sexist etc. content.

9.4 Miosga Software is authorised to delete infringing content with immediate effect.

9.5 If you violate the guarantees and rules of conduct in accordance with paragraphs 9.1 to 9.3 above, you shall indemnify our company, our managing directors, customers, suppliers, service providers, representatives and employees on first demand against all claims of third parties which they assert against the aforementioned companies and persons due to the violation of their rights. The indemnification includes claims for damages (e.g. lost licence fees) as well as the costs for necessary legal defence in a reasonable amount.

9.6 Violations of paragraphs 9.1 to 9.3 constitute a serious breach of contract and entitle Miosga Software to block your user account and to cancel your subscription.

9.7 In the event of cancellation by us for good cause, the contractual relationship shall end with immediate effect. There is no entitlement to reimbursement of subscription fees already paid

10. copyrights

If you upload materials, you grant Miosga Software non-exclusive rights of use for the duration of the contract for the purpose of storing the materials on the platform. No further rights are granted.

11. availability of your account / storage quota

11.1 Miosga Software is not liable for the constant availability of the website, the APP and your user account at the following URL <https://www.hash.cloud> and the storage quota, as this cannot be guaranteed due to the nature of the Internet.

The same shall apply to maintenance work that may lead to a temporary interruption in availability and to cases of force majeure.

Cases of force majeure are all events or circumstances whose prevention is beyond the control of the parties, in particular unavoidable operational or traffic disruptions, fire damage, floods, earthquakes, natural disasters, hurricanes, war, civil war or embargoes.

11.2 Miosga Software shall not be liable if the booked quota is activated with a delay due to delays in payment processing.

12. General liability

12.1 We shall always be liable without limitation for claims based on damage culpably caused by us, our legal representatives or vicarious agents through breach of our obligations assumed under the contract with you

- in the event of injury to life, body or health
- in the event of wilful or grossly negligent breach of duty
- in the event of guarantee promises, if agreed, or
- insofar as the scope of application of the Product Liability Act is opened up.

12.2 In the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of this contract and on the observance of which the contractual partner may regularly rely (cardinal obligations), we shall also be liable in the event of slight negligence on our part, our legal representatives or vicarious agents. Liability shall be limited to the amount of damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

12.3 Otherwise, claims for damages are excluded.

13 Applicable law and place of jurisdiction

13.1 The law of the Federal Republic of Germany shall apply. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

13.2 If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction is the registered office of the seller. Otherwise, the applicable statutory provisions shall apply to local and international jurisdiction.

14 Dispute resolution and complaint options

The European Commission provides a platform for online dispute resolution (OS), which you can find [here](http://ec.europa.eu/consumers/odr): <http://ec.europa.eu/consumers/odr>. We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.