General Terms and Conditions (GTC) of Aifinity GmbH for the use of NiceCheckIn

1. Scope

These General Terms and Conditions (hereinafter referred to as "GTC") govern the contractual relationship between Aifinity GmbH, Eduard-Rüber-Straße 7, 83022 Rosenheim, Germany (hereinafter referred to as "**Provider**") and its commercial customers (hereinafter referred to as "**Customer**") with regard to the use of the access control solution "NiceCheckIn". The GTC apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code).

2. Description of the NiceCheckIn system

2.1 **With "NiceCheckIn," the Provider** offers **a cloud-based validation solution** that enables the Customer to automatically validate tickets and memberships from third-party providers and implement unattended access processes in leisure facilities. The cloud-based validation solution consists of terminals and the NiceCheckIn software (hereinafter: "NiceCheckIn System").

2.2 **The NiceCheckIn system validates tickets and memberships from third-party providers (**currently: Roller Software, others are planned, probably Wellpass, Urban Sports Club) at the terminals provided and configured by the provider (tablet computers of various screen sizes). The customer configures which products/memberships are granted access at which terminals. Upon successful validation, the ticket/membership is validated by the third-party provider.

2.3 **The NiceCheckIn software requires a paid subscription**. This applies regardless of whether the terminals were rented or purchased. Without a valid subscription, the system cannot be used. The subscription includes the cloud platform, updates, support, and validation services.

2.4 **Communication with third-party providers** takes place via their APIs. The customer must provide the necessary API keys of the respective third-party providers and comply with their terms of use. Server-side logging of the validation processes is carried out for technical and billing purposes. No personal data is stored permanently.

2.5 The **scope of services** is specified in the contract, usually in an offer from the provider signed by the customer. Additional services, in particular the installation of hardware, are ordered separately. Third-party APIs are not included in the scope of services. Support for third-party providers is at the discretion of the provider.

3. Remuneration

3.1 Remuneration is specified in the **contract**. Unless otherwise stated, prices are **net prices** plus the applicable statutory value added tax.

3.2 Unless otherwise agreed, **subscriptions** are **billed monthly** via the payment service provider Stripe Inc. The number of tickets redeemed is automatically recorded via the Stripe system and forms the basis for billing. The customer agrees to the transfer of data to Stripe for billing purposes. In the event of technical problems with the automatic recording of the provider reserves the right to recalculate manually.

3.3 **Any costs for API use** with third-party providers shall be borne by the customer. The provider shall provide information about known cost structures, but shall not be liable for their accuracy or for any changes.

3.4 In the event of **late payment**, access to the system will be automatically blocked after a reminder with a 7-day deadline. Reactivation will only take place upon payment of all outstanding amounts plus a processing fee of EUR 25.00 net plus the applicable statutory sales tax.

4. Terminals

4.1 The NiceCheckIn system can only be used with **the provider's hardware**. The parties agree that the use of their own or third-party hardware in connection with the NiceCheckIn system is excluded.

4.2 The regulations for **rental terminals** or **purchase terminals** can be found in the following sections.

4.3 **Rental terminal:** If the terminals are rented, a monthly rental fee is payable in accordance with the contract. At the end of the contract, the devices must be returned in proper condition. In the event of damage due to improper use or unauthorized manipulation, the customer shall bear the repair/replacement costs.

4.4 **Purchased terminal:** Ownership is transferred to the customer upon full payment. Until full payment has been made, the terminal remains the property of the provider. The purchased terminal remains with the customer after the end of the contract.

4.5 **Earmarking:** The terminals are configured exclusively for the NiceCheckIn system and may not be used for any other purpose. The installation of third-party software or manipulation of the configuration is prohibited. In the case of purchased terminals, other uses are possible after the contract has expired.

4.6 **Remote management:** The provider sets up remote management for all terminals (including purchased terminals for the duration of the contract) for operation, updates, and support. The customer may not make any technical changes.

4.7 **Device management:** The provider uses the 'nDevor' system from Newland Europe B.V. for remote management of the terminals. The system enables updates, configuration, monitoring, and support of the terminals. The provider is entitled to use a different system.

5. Availability and Support

5.1 The provider offers **support exclusively by email** at support@nicecheckin.com with a response time of 4:00 p.m. CET on the following working day (Monday to Friday, except public holidays in Bavaria). Support requests sent to other email addresses will not be processed.

5.2 **Software updates and changes**: The provider regularly performs updates for improvement, security, and functional enhancement, whereby the subject matter of the service according to Section 2 is always ensured. Minor updates and bug fixes are performed automatically without prior notice. The customer will be informed of any significant changes to the user interface or functionality. The customer's consent to updates is not required.

5.3 **Availability:** The provider strives for a system availability of 99% per calendar month (corresponding to a maximum of 7.2 hours of downtime). Exceptions to this are:

- scheduled maintenance work between 10:00 p.m. and 6:00 a.m. CET (with 48 hours' notice)
- force majeure, internet disruptions at the customer's site, or power outages
- Disruptions at AWS, Stripe, Newland, or other third-party providers
- misconfiguration or improper use by the customer

5.4 **Reporting obligation:** Disruptions must be reported by the customer immediately to support@nicecheckin.com .

5.5 **Compensation:** In the event of a proven shortfall, the monthly base fee will be reduced by 5% for every 2 hours of additional downtime, up to a maximum of 20% of the monthly fee. This is subject to the malfunction lasting longer than 30 minutes and being reported by the customer within 48 hours at the latest.

5.6 **Scheduled maintenance work** will be announced by email at least 48 hours in advance and will generally take place between 10:00 p.m. and 6:00 a.m. Emergency maintenance may be carried out at any time without prior notice.

5.7 **On-site service:** Support is always provided remotely. On-site visits are only carried out for a separate fee in accordance with the price list. Travel costs are borne by the customer.

6. Cusomer’s obligations to provide information and cooperate

6.1 **The customer provides the infrastructure at their own expense**, in particular Internet access with at least 25 Mbits/s, power supply, and a stable Wi-Fi network with at least 25 Mbits/s. The NiceCheckIn system works exclusively online—use without an Internet connection is technically impossible. The use of fallback solutions in case of Internet access problems (e.g. 5G routers) is recommended.

6.2 **Wi-Fi configuration**: The terminals connect to the cloud via the customer's local Wi-Fi. The customer provides the provider with the Wi-Fi access data (network name and password), as these are managed centrally in the management system. If there are any changes to the Wi-Fi access data, the customer is obliged to report these immediately to support@nicecheckin.com.

6.3 **Network access:** The customer ensures that the terminals have unhindered access to the required cloud endpoints and that these are not blocked by firewalls, proxy servers, or other network restrictions.

6.4 The customer must provide the necessary valid **API keys from the respective third-party providers** and comply with their terms of use. Without valid API keys, validation is not possible. The provider is not liable for violations of third-party terms and conditions. **The customer indemnifies the provider against any claims by third-party providers or other third parties arising from a violation of this clause.**

6.5 The customer is obliged to notify the provider immediately of **any changes to their address and email address**.

7. Rights of use for the NiceCheckIn system

All rights to the NiceCheckIn system, in particular the software, the system, and the documentation, and all associated intellectual property rights remain exclusively with the provider. The customer only receives a non-exclusive, non-transferable right of use for the duration of the contract. Any use, reproduction, or disclosure beyond this is prohibited. In particular, it is prohibited to dismantle, examine, or decompile the system or software (prohibition of reverse engineering).

8. Communication

All contractual communications, terminations, and important notifications shall be made exclusively by email to the customer's email address provided at the time of conclusion of the contract.

9. Data protection and security

9.1 **Only ticket IDs are processed.** The provider is not able to establish a personal reference via the ticket ID.

9.2 **The customer is** responsible **for integrating the system** into their infrastructure **in compliance with data protection regulations** and is considered the controller within the meaning of the GDPR.

9.3 Upon request, a **Data Processing Agreement (DPA)** can be concluded with the provider.

9.4 **Data** is **transferred** via encrypted connections. Further technical and organizational measures will be provided to the customer upon request.

9.5 **Data export:** At the customer's request, data export is only possible within 30 days of the end of the contract.

10. Contract term

10.1 The contract is concluded for **an indefinite period**. It can be terminated with **three months'** notice to the end of a month.

10.2 The right to extraordinary termination for good cause remains unaffected. An extraordinary reason for termination exists in particular if

- the customer is in default of payment; in the case of subscriptions, the customer must be more than two months in arrears with payments,
- the customer violates obligations under these General Terms and Conditions,
- if insolvency proceedings are opened against the customer's assets or
- the customer's financial circumstances deteriorate significantly. This is particularly the case if the financial circumstances deteriorate to such an extent

that the fulfillment of the contractual obligation is objectively jeopardized and the continuation of the contractual relationship becomes unreasonable.

10.3 Termination must be made in text form (§ 126b BGB).

11. Warranty

The provider assumes warranty for the terminals delivered or rented by it in accordance with the statutory provisions, unless restrictions are agreed below. Notwithstanding the statutory provisions, the warranty period for the terminals is 12 months from the date of delivery. This reduction in the warranty period does not apply to claims for damages based on injury to life, limb, or health, or to claims based on gross negligence or intentional breach of duty by the provider or its vicarious agents. The reduction in the warranty period does not apply in cases of fraudulent intent or the assumption of a guarantee. The statutory warranty periods apply without restriction to the use of the NiceCheckIn software.

12. Liability

12.1 The provider shall only be liable without limitation in cases of intent, gross negligence, and injury to life, limb, or health.

12.2 In the event of a negligent breach of essential contractual obligations (obligations that enable the performance of this contract in the first place and on which the customer may regularly rely), the provider's liability is limited to the typical, foreseeable damage and amounts to a maximum of the sum of the fees paid in the last 12 months, but not exceeding EUR 10,000.

12.3 Any further liability is excluded. This applies in particular to:

- indirect damage and consequential damage
- lost profits and revenue
- data loss (unless based on intent or gross negligence)
- damage caused by third parties, internet failures, or power failures at the customer's premises
- damage caused by incorrect configuration or improper use by the customer.

12.4 Claims for damages shall become time-barred 12 months after the start of the statutory limitation period, unless a shorter period applies by law. This shall not apply to claims for damages resulting from injury to life, limb, or health, or to claims based on gross negligence or intentional breach of duty on the part of the provider.

12.5 The above limitations of liability also apply to the liability of the provider's employees, representatives, and vicarious agents.

13. Force majeure

13.1 The parties are released from the fulfillment of their contractual obligations if and as long as fulfillment is impossible or unreasonably impeded by events of force majeure.

13.2 Force majeure shall be deemed to be extraordinary events that are unforeseeable by the parties and for which they are not responsible, and which cannot be averted even by reasonable measures, in particular natural disasters (earthquakes, floods, storms, fires), war, terrorist attacks, riots, strikes, lockouts; epidemics, pandemics and any associated official orders; cyber attacks on critical infrastructure; failure of energy or telecommunications networks; official orders and the failure of important suppliers due to force majeure.

13.3 If the duration exceeds 90 days, each party is entitled to terminate the contract extraordinarily. Services already rendered shall be invoiced accordingly.

14. Final provisions

14.1 **Amendments and additions to the contract** require at least the text form (§ 123b BGB). This also applies to changes to the formal requirements.

14.2 **The law of the Federal Republic of Germany applies**, excluding the UN Convention on Contracts for the International Sale of Goods.

14.3 **The place of jurisdiction is Rosenheim,** provided that the customer is a merchant, a legal entity under public law, or a special fund under public law.

14.4 Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

As of September 2025