

Bettysoft Digital Services Terms of Use

This translation is for informational purposes only. In the event of any discrepancies between this and the German version, the German version shall prevail.

These Terms constitute a binding contract (the "Agreement") between you and Bettysoft (Section: "Definition of Bettysoft"). Please read this Agreement carefully. We are pleased that you are using our Digital Services.

A. Our Digital Services

This Agreement governs your use of the Bettysoft Digital Services, including Bettysoft Account, Bettysoft Store, BettyAUTH, and BettyAUTH Management Console (BMC), if available in your home country. To use our Digital Services to the full extent, you may need compatible hardware, software (the latest version is recommended and may be a prerequisite) and internet access (your provider may charge fees for this). All of these factors may affect the functionality and your experience of using our Digital Services.

B. Usage of our Digital Services

Account

You may need a Bettysoft Account to use our Digital Services and access your content. A Bettysoft Account is the account that you can use across the entire Bettysoft ecosystem. You are responsible for the protection and confidentiality of your Bettysoft Account, as it contains some personal data. Bettysoft is not responsible for any loss that may result from unauthorised use of your account. If you suspect that your account has been compromised, please contact Bettysoft immediately.

To create a Bettysoft Account and use our Digital Services, you must be at least 18 years old (or the equivalent minimum age in your home country). For persons under this age, Bettysoft Accounts can be created by a parent or legal guardian. A parent or legal guardian creating an account for their minor child must review this Agreement with the minor to ensure both understand its contents.

Privacy

Your use of our Digital Services is subject to the Bettysoft Privacy Policy available at <https://www.bettysoft.de/en/privacy-policy/>.

Usage Rules for our Digital Services and Your Content

Your use of our Digital Services must comply with the rules set forth in this section ("Usage Rules"). Any other use of the Digital Services constitutes a material breach of this Agreement. Bettysoft may monitor your use of the Digital Services and Content to ensure your compliance to these Usage Rules.

General Rules

(1) The use of our Digital Services is intended for non-commercial purposes only.

- (2) You are not permitted to tamper with or circumvent the security technologies included in the Digital Services.
- (3) You may only access our Digital Services using Bettysoft software and may not modify such software or use modified versions of such software.
- (4) The use of the Digital Services is for legal purposes only.

Bettysoft Store

- (1) Manipulation of ratings, downloads or download statistics by any means is prohibited. This includes for example
 - (a) Using a bot, script or automated process;
 - (b) The provision or acceptance of any form of compensation or inducement.

BettyAUTH and BettyAUTH Management Console

- (1) Some BettyAUTH functions and the use of the BMC require an active BettyAUTH trial account or contract.
- (2) If your trial access or contract ends, some functions and the BMC will no longer be available to you.

Availability of the Digital Services

Terms found in this Agreement that relate to software, including its features and functionality, services, or content, that are not available in your home country will not apply to you until they are made available to you.

Operating Systems and Software from third parties

You may not be able to use the Digital Services or certain features and functionality of the Digital Services if you are using a non-compatible operating system or accessing it with a non-compatible browser. To determine whether the Digital Services are supported, please check possible system/browser requirements. The use of the operating systems and browsers is subject to the manufacturer's terms and conditions and must be carried out in accordance with the manufacturer's applicable instructions.

Support

If you have any questions about our Digital Services, please visit our support website <https://support.bettysoft.de/en/>. There you can contact us by e-mail, contact form or telephone. We provide general developer support for all Digital Services except for third party content in the Bettysoft Store. For all matters related to third party content and functionality, please contact the developer.

C. Additional Terms for Using our Digital Services

Agreement changes

Bettysoft reserves the right to change this Agreement and add new or additional terms, which may be the case when Bettysoft adds or changes Digital Services or with changes in applicable law. Changes will be communicated to you and apply immediately after approval. If you do not agree to any pending changes, Bettysoft has the right to exclude you from Digital Services and/or terminate the Agreement.

Content and Liability

Bettysoft is not responsible or liable for any third party content.

We provide our Digital Services with the utmost care in accordance with local law. Bettysoft takes reasonable measures to protect your information provided in connection with the use of our Digital Services, especially with regard to fraudulent ways.

Trademarks and Copyright

Bettysoft and the Bettysoft logo is a registered trademark.

Unless otherwise noted or noted in writing, the copyright of the Digital Services and content provided by Bettysoft belongs to Bettysoft.

Blocking and Termination

Bettysoft reserves the right to exclude you from Digital Services, to terminate any agreement and/or contract entered into with you, and/or to suspend your Bettysoft Account if you breach the terms of this Agreement. You remain liable for outstanding claims from contracts or agreements that can be traced back to you or your account, regardless of the contract or account status.

Furthermore, Bettysoft reserves the right to change, pause or even discontinue the Digital Services in whole or in part at any time for technical or operational reasons. In such a case, Bettysoft is not liable to you or any third party.

Where possible, Bettysoft will notify you in advance of any upcoming changes, pause or discontinuation of a Digital Service.

If Bettysoft discontinues Digital Services for which you have already paid, Bettysoft will issue a refund to you.

D. Definition of Bettysoft

Regardless of your home country, "Bettysoft" means:

Bettysoft Solutions UG (haftungsbeschränkt)

Hof Güldenwerth 23

42857 Remscheid

Germany

legal@bettysoft.de

<https://www.bettysoft.de/en/imprint/>

E. Other Provisions

- (1) This agreement and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).
- (2) Place of performance and exclusive place of jurisdiction and for all disputes arising from this agreement is our place of business, unless otherwise stated in the order confirmation and the user is a merchant, a legal entity under public law or a special fund under public law.
- (3) All agreements made between the parties for the purpose of executing this agreement are set out in writing in this agreement.
- (4) Should individual conditions of this agreement be or become invalid or void, this shall not affect the effectiveness of the remaining conditions. In addition, the statutory provisions apply.