

General Terms and Conditions (GTC) heyvie

The following General Terms and Conditions (GTC) define the legal framework for the use of your heyvie app. Read the T&Cs carefully. By using our app, you agree to these T&Cs.

1 Scope of application and service content

1.1 General

- (a) These GTC constitute a contract of use between HAIVE UG, Alter Schlachthof 39, Container F2, 76131 Karlsruhe, Germany, phone: +49-721-98618484 (hereinafter referred to as "heyvie", "we") and the respective user of our software application "heyvie" (hereinafter referred to as "App"). Further information about us can be found in the imprint.
- (b) With the help of a neurocentric approach, heyvie aims to increase people's stress resistance and physical and mental performance. Guided exercises make it possible to practise neurocentric training independently using an app in order to better manage pain. For the time being, heyvie focuses on complaints in the neck and head area.
- (c) Heyvie is aimed exclusively at consumers within the meaning of § 13 of the German Civil Code (BGB) who are already 18 years old and have full legal capacity.
- (d) The subject of the usage agreement is the use of the App against payment and free of charge. Heyvie shall make the App available to the User in the most current version and shall permit the use thereof in accordance with the provisions of these GTC.
- (e) Current price and subscription models with the respective services are listed on our website <https://www.heyvie.io>.
- (f) Heyvie reserves the right to supplement the services offered in the app or to temporarily limit the use of the services provided. The user has no claim to the retention of certain services or parts thereof.

1.1 Contractual partner

- (a) The contract of use is concluded between the user and the provider of the app. The subject of this contract is the use of our software application against payment or free of charge.

2 Conclusion of contract

2.1 User account

- (a) In order to use the contents of our app, it is necessary to open a user account. Heyvie creates a user profile for the user when the user account is set up. The correct email address of the user is required for the registration process. After the user has entered the registration data, an access code will be sent to the user by e-mail to confirm the e-mail address. The access code must be entered as a registration confirmation in the heyvie app. At the end of the onboarding process, the user can decide whether he or she wants to use heyvie initially with a free or a paid monthly or annual model.
- (b) Recommendations:

An individual link is automatically generated for all users. This link can be shared with other people and leads to rewards for the user. The rewards are subject to change. The conditions of participation apply: <https://heyvie.io/legal/teilnahmebedingungen>.
- (c) By clicking on the "Register" button, the user makes a legally binding offer to conclude a contract of use in accordance with these GTC. The acceptance of the offer will be decided at the user's own discretion. If the registration is not confirmed within a reasonable period of time by e-mail to the specified e-mail address or by activation of the user profile, the user is no longer bound by his offer. Upon receipt of the e-mail confirmation or activation of the user profile, an agreed user relationship comes into effect.
- (d) Subscriptions: If the use of a service (including the retrieval of content) is subject to a charge, the user will receive a notification of the costs incurred, the terms of payment, the term and termination of the service subject to a charge as well as other relevant details and, if applicable, special contractual terms before access to the respective service is opened. Afterwards, the user has the option of sending the

order for the service by clicking on the order button "Select plan". By clicking on the order button "Select plan", the user declares a binding offer to use the service. The acceptance of the offer is effected by the activation or provision of the service by heyvie. The present terms of use as well as, if applicable, further special contractual conditions, about which the user will be informed before using the service, shall also apply to this user relationship. All stated fees are inclusive of the applicable statutory value added tax. The user can order chargeable services of a higher-value package at any time. The change to a cheaper or free package is only possible at the end of the respective term of the selected package.

2.2 Corrections of input errors

If the user wishes to purchase a one-time additional service or a subscription by in-app purchase via one of our mobile apps, we do not request any further billing or payment data from the user, as the service is purchased via their account with their app store provider. The user can contact the app store provider to correct input errors.

2.3 Duration

- (a) The user contract that comes into effect with the opening of a user account runs for an indefinite period of time and ends with the termination of the user or with the deletion of the user account.
- (b) The subscriptions amount to different minimum terms. Depending on the model, the minimum terms comprise monthly or annual service volumes. After expiry of the minimum term, the subscriptions are automatically extended for an indefinite period. After expiry of the minimum term, the user is entitled to cancel the subscription with one month's notice to the end of the month..

2.4 Availability

There is no entitlement to uninterrupted use. It is not guaranteed that access or use of the App will not be interrupted or impaired for a short period of time due to maintenance work, further developments or otherwise due to disruptions, which may also lead to data loss. heyvie will announce planned maintenance and downtimes to the User in due time. heyvie endeavours to ensure that the usability of the services is as uninterrupted as possible. However, temporary restrictions or interruptions may occur due to technical malfunctions (e.g. interruption of the power supply, hardware and software errors, technical problems with the data lines).

3 Health requirements

- (a) If any new or worsening symptoms occur during use, a medical opinion should be sought to minimise risks and assess whether the particular exercises can be safely performed.
- (b) In general, you should pay attention to signs in your own body. For example, if exercises lead to discomfort, pain, dizziness or the like, it is strictly discouraged to continue the exercises.
- (c) The usage of the app or the participation in individual exercises is excluded in any case if there are medical contraindications or if the general freedom of movement does not allow the training shown to be completed. In case of uncertainty, especially after acute injuries, a medical or therapeutic opinion should be sought before use.

4 Obligations of the user

- (a) The commercial use of heyvie is expressly prohibited.
Unauthorised commercial use includes in particular
 - (i) all offers and advertisements of paid contents, services and/or products, both own and those of third parties,
 - (ii) all offers, advertisements and implementation of activities with a commercial background such as prize competitions, raffles, barter transactions, advertisements or snowball systems,
 - (iii) the exploitation of the services available in the app, including the content offered herewith, in return for payment.
- (b) The user assures in the context of registration that all data provided by him/her are true and have been submitted in full.
- (c) The transfer of the user account to third parties is prohibited. The user must maintain the secrecy of the access data and protect the unauthorised use of the heyvie app by third parties. Should the access data nevertheless be disclosed to third parties through the fault of the User, the User shall be liable for any use of the access data by third parties. If the User is aware of the unauthorised use by third

parties, he is obliged to change the password. If this is not possible, heyvie must be contacted at help@heyvie.io.

5 Contract termination

5.1 User contract

The user is entitled to delete the user account without giving reasons and at any time. By doing so, the User terminates the contract concluded with heyvie. Subscriptions remain unaffected (see clause 6.2). The User's attention is drawn to the applicable provisions of the right of withdrawal (see 12). Deleting the app does not lead to a deletion of the user account or the termination of a subscription. To cancel the subscription, please contact help@heyvie.io.

5.2 Subscription

- (a) The user is entitled to terminate a subscription purchased by him/her at a charge at any time without giving reasons, whereby the effect takes place at the end of the minimum term. After expiry of the minimum term, the user is entitled to cancel the subscription with one month's notice to the end of the month.
- (b) Subscriptions purchased in-app must be cancelled at the respective stores.
- (c) Partial reimbursement of the costs for the remaining term does not take place.
- (d) If the User repeatedly or seriously violates the standards of these GTC or does not comply with the payment obligations despite reminders, heyvie is entitled to terminate the user contract or the respective subscription with immediate effect.

6 Limitation of liability

6.1 General

- (a) Heyvie shall not be liable for any loss or damage caused by the User's failure to comply with the obligations set forth in clause 4.
- (b) The User is obliged to comply with the instructions set out in clause 3. The proper execution of the exercises according to the instructions is mandatory for the User.

6.2 Liability for the acquisition of gratuitous and gratuitous benefits

- (a) In the context of the use of free services, the liability of heyvie for slightly negligent breaches of duty is excluded, unless damages resulting from injury to life, body or health or guarantees or claims under the Product Liability Act are affected. Furthermore, the liability for the breach of obligations, the fulfilment of which enables the proper performance of the user relationship at all and on the compliance with which the user may regularly rely, shall remain unaffected. This shall also apply to breaches of duty of heyvie's vicarious agents.
- (b) In the context of the use of chargeable services by the User, heyvie shall be liable in accordance with the following provisions:
- For damages caused intentionally or by gross negligence, heyvie shall be liable without limitation.
- For damages resulting from the non-compliance with any guarantees given in writing to the extent covered by the purpose of the guarantee and recognisable to heyvie at the time it was given.
- In cases of product liability according to the Product Liability Act.
- In cases of simple negligent breach of only insignificant contractual obligations heyvie shall not be liable. Apart from that, the liability of heyvie for damages caused by simple negligence is limited to those damages, the occurrence of which has to be typically expected in the context of the respective contractual relationship (contract-typical foreseeable damages). This shall also apply in case of negligent breaches of duty of heyvie's legal representatives, executive employees or simple vicarious agents.
- The aforementioned limitation of liability shall not apply in the case of fraudulent intent, in the case of bodily injury or personal injury, for the breach of warranties as well as for claims arising from product liability. Statutory limitations of liability which deviate from the above liability provisions in favour of heyvie shall remain unaffected. Any further liability of heyvie does not exist.

7 Retention of title/copyright

- (a) The heyvie app is a software application protected by copyright. The contents of our offered services of this application are subject to copyright protection or are otherwise protected.

- (b) Heyvie is the rights holder of all elements of the app as well as its use and service contents.

8 Privacy policy

Please refer to the privacy policy of our website: <https://www.heyvie.io/legal/data-privacy>.

9 Amendments to the GTCs/amendment procedure

- 9.1 We reserve the right to change these Terms of Use at any time, also within the existing user relationship. We will notify you of any such changes at least 30 calendar days before the changes are scheduled to take effect.
- 9.2 The changes will only become effective if you expressly accept them. In the following cases, your silence shall also be deemed to be consent if you have not expressly objected to the changes (fictitious consent):
 - (a) if we adjust our GTC in order to adapt them to a changed legal situation, due to changed laws or legally binding court decisions or due to an official requirement, or
 - (b) if we adapt our GTC in order to expand or adapt them for new services without changing existing service obligations.
- 9.3 The fiction of consent shall not apply
 - (a) in the case of changes affecting the main performance obligations of these GTC and the charges for the main performance, or
 - (b) in the case of changes to charges which are aimed at a payment by the consumer in excess of the agreed charge for the main service, or
 - (c) changes which are tantamount to the conclusion of a new contract, or
 - (d) in the case of changes which would significantly shift the previously agreed relationship between performance and consideration in our favour.

- 9.4** When we make use of the fictitious consent, you have the right to terminate the contract affected by the change without notice and free of charge before the proposed date of entry into force of the changes. We will specifically inform you of this right of termination in our amendment offer.

10 Final provisions

10.1 Contract language

The contractual language is German.

10.2 Applicable substantive law

The law applicable here is German law. Excluded from this is the law of sale, which refers to the UN Convention on Contracts for the International Sale of Goods (CISG).

10.3 Place of jurisdiction

- (a) Place of performance and jurisdiction is Karlsruhe, Germany.

10.4 Dispute resolution

The user's attention is drawn to the platform for out-of-court online dispute resolution, which can be accessed at www.ec.europa.eu/consumers/odr. Nevertheless, heyvie is not obliged to participate in an online dispute resolution of the EU or in a dispute resolution procedure of a consumer arbitration board.

11 Cancellation policy

You have the right to cancel this contract within 14 days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (HAIVE UG, Alter Schlachthof 39, Container F1, 76131 Karlsruhe, e-mail: help@heyvie.io, telephone: +49-721-98618484) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post or an e-mail). You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including the delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of 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 because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Status: 05/24/2022