

# Terms and conditions

## 1 Scope of this contract

These terms and conditions (T&C) govern the use of the website and web app talkingco.de and all associated services, whether free of charge or in return for payment. The contract is concluded between the user, hereinafter also referred to as "you", and

Dr. Lukas Twardon  
Dammwiese 23  
33613 Bielefeld  
Germany  
VAT ID: DE341228849

, hereinafter also referred to as "I".

## 2 Conclusion of contract

The presentation of services on the website talkingco.de does not constitute a legally binding offer, but a non-binding invitation for the user to submit a binding offer. Before submitting the offer / registering with talkingco.de, you confirm that you have read and accepted the T&C by clicking the appropriate checkbox. After registering, you will receive an email with an activation code. The contract is concluded by activating the account and logging in for the first time.

## 3 Services

3.1 Using the web app talkingco.de, you can create, manage, scan, and view so-called talking codes. These are extended QR codes onto which an augmented reality hologram is projected in the user's web browser.

3.2 The hologram videos are stored on the server and I do my best to protect your data.

3.3 The specific contractual services depend on whether you have taken out a subscription. The exact conditions of the different subscription plans are shown on the website.

3.4 When I add new features to the web app, I will notify you or ask for your consent if required by law.

## 4 Account

4.1 In order to use all services of talkingco.de, you must create an account. This requires a valid email address and a secure password.

4.2 You are responsible for maintaining the confidentiality and security of your account and password, and you must notify me of any unauthorized access or security breaches. I am not liable for any damage or loss caused by unauthorized use of the account.

4.3 If you do not have an active subscription (anymore), you can delete your account on the account management page. The deletion is permanent and you are not entitled to have your content restored once you have deleted your account.

4.4 I reserve the right to delete your account if you violate these T&C or applicable law. This does not constitute a claim for compensation or for restoration of your content.

## 5 Subscriptions and payment

5.1 Unless you use the FREE plan of talkingco.de, you will need to take out a subscription in order to create and manage codes. Prices, details about the different plans, and the features and restrictions associated with each plan can be found at <https://talkingco.de/pricing>. All prices are inclusive of value added tax (VAT), unless VAT is shown separately.

5.2 To take out a subscription, you must first log in to your account and select your desired plan on the pricing page. When clicking the "Upgrade now" button, you will be redirected to the checkout page. The fees are due immediately when you sign up for a subscription. The billing period will be one month. Unless you cancel your subscription, the term of the contract is automatically extended by another month at the end of a billing period. You can upgrade or downgrade your plan at any time in the customer portal. This may result in prorated billing and activation or deactivation of certain features and codes.

5.3 I reserve the right to change subscription prices from time to time in response to changes in the total cost associated with talkingco.de. Subscription prices are influenced by the following cost elements, among others: development costs, hosting, IT systems, marketing, administrative costs, customer support, insurance, payment and billing services, other personnel and service costs, rent, energy costs, statutory contributions, fees, and taxes. Price changes will take effect no earlier than 30 days after they are announced. If you do not agree with the price adjustment, you can cancel your subscription at any time, subject to the cancellation period.

5.4 Payment processing and invoicing is handled by the payment service provider *Stripe (Stripe, Inc. or Stripe Payments Europe Limited)*. The terms and conditions of *Stripe* apply: <https://stripe.com/legal/end-users>

5.5 Both parties have the right to cancel the contract at any time with effect from the end of the billing period. To cancel your subscription, you can either use the customer portal or enter your email address and customer ID at <https://talkingco.de/cancellation> to be taken directly to the cancellation page without logging in. If you cancel your subscription, you can continue to use the services and features until the end of the billing period. The right to extraordinary termination remains unaffected.

## 6 Revocation

If you are a consumer (i.e., not a business customer), you have a right of revocation in accordance with the statutory provisions. You will be informed separately about this right.

## 7 Licenses

7.1 All property rights associated with talkingco.de belong to Dr. Lukas Twardon. You are not allowed to use the logos, brands, domains, and other intellectual property without my explicit permission.

7.2 I do not claim ownership of the content you create on talkingco.de. You must own the rights to this content. You grant me a royalty-free license to use, reproduce, modify, distribute, and display the content. However, this license is limited to the purpose of operating and providing the service.

7.3 In the event of infringement of third party intellectual property, I may take action such as deleting content or disabling or deleting the account. You may report infringements by sending an email to [mail@talkingco.de](mailto:mail@talkingco.de).

## 8 Acceptable use

8.1 You may use talkingco.de only in accordance with these T&C. Otherwise, I may take action such as disabling or deleting your account. Note that these T&C only apply to talkingco.de itself. For example, if you add to one of your AR holograms a link to an external service, the terms of use of that service will apply, if a user clicks on the link.

8.2 You are prohibited from distributing malicious computer code through talkingco.de, disrupting the service by overloading it or otherwise, automatically creating accounts, automatically distributing content, copying the service, reselling it, or making it available to unauthorized third parties, attempting to gain unauthorized

access to the system or user data, or otherwise causing or attempting to cause harm to talkingco.de or its users.

## 9 Unacceptable content

You are responsible for the content you create. If you share unacceptable content, I may take action such as deleting that content or disabling or deleting your account. In particular, sharing the following content is prohibited:

- insults or false statements of fact about third parties
- illegal, threatening, harassing, violence-glorifying, discriminatory, or racist content
- pictures of other persons without the consent of the person or (in the case of children) the parents
- content that violates the privacy rights of others
- content to which you do not have usage rights

## 10 Indemnification

If a claim is made against me by a third party based on your actions or content on talkingco.de (in violation of applicable law or these T&C), you indemnify and hold me harmless from and against all liabilities and damages (including court costs and attorneys' fees) to the fullest extent permitted by law.

## 11 Liability

11.1 IN CASE OF INJURY TO HEALTH, BODY, OR LIFE AS WELL AS IN CASE OF INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT, I AM LIABLE WITHOUT LIMITATION.

11.2 I AM LIABLE FOR THE VIOLATION OF ESSENTIAL OBLIGATIONS ARISING FROM THE LEGAL RELATIONSHIP WITH THE USER (CARDINAL DUTIES). IN THIS CASE, LIABILITY IS LIMITED TO THE AMOUNT OF TYPICALLY FORESEEABLE DAMAGE.

11.3 ALL OTHER CLAIMS FOR DAMAGES BY THE USER ARE EXCLUDED.

## 12 Confidentiality and privacy

12.1 The contracting parties are obliged to keep confidential information secret. Confidential information is information which is marked as confidential or which is to be regarded as confidential under the given circumstances. Exempt from this obligation shall be information

- which can be proven to be common knowledge or which becomes known without violation of a confidentiality obligation.
- which is already known to the recipient or becomes known without violation of a confidentiality obligation.
- which must be disclosed due to legal or official obligations. The party obliged to disclose shall inform the other party in advance to the extent permissible.

12.2 I process personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR). For detailed information, please refer to the [data policy](#).

## 13 Final provisions

13.1 These T&C apply exclusively. I object to the inclusion of the user's own conditions, unless expressly agreed otherwise.

13.2 German law applies, unless you would be deprived of the protection granted by mandatory consumer protection provisions of the country in which you have your habitual residence.

13.3 If both contracting parties are merchants or legal entities under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be Bielefeld, Germany.

13.4 The European Commission provides a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr>. I am not willing or obliged to participate in dispute resolution procedures before a consumer arbitration board.

13.5 In the event of any inconsistency between the German version of these T&C and a version in another language, the German version shall prevail.

13.6 I reserve the right to update or modify these T&C as necessary (especially in the event of changes in law or jurisdiction). The current version is always available on the website. If required, I will notify you of substantial changes via email and/or on your dashboard. Changes will take effect 30 days after notification. Your continued use of the web app after this period confirms your acceptance of the modified T&C.

Last modified: 12/15/2022