



Terms and Conditions of Use

The Terms and Conditions of Use regulate the rights of use for the Application provided, which is distributed via the sales portal of a third-party supplier. The term 'Application', within the meaning of these Terms and Conditions of Use, encompasses all applications and other content purchased via the sales portal, provided that the latter are not distributed separately ('in-app purchases').

Fees for sense are payable as one-off payments or according to the chosen subscription period if the User purchases the rights of use to the Application on a subscription basis.

sense is not responsible for access to or for the use of the sales portal. In the event of any problems arising from the use of the sales portal, the User must contact the operator of the sales portal directly.

1. Range of Functions in sense

sense is an application for smartphones. The App makes it possible to transmit individual pixels between the communicating parties by touching the device screen. This means that lines traced on the screen can be visualised in real time. In addition, these lines can be customised in terms of colour, thickness, shape and duration on the screen. Users can add each other as contacts and thus initiate a request at any time via a generated push notification. Contacts may be added either by synchronising Facebook contacts or the telephone book, or by searching directly for the relevant usernames. In addition, users have the option of recording the lines drawn (films), within the limits of a particle number defined by sense. These animated sequences are saved in the Moments field and can be sent to contacts within the App. It is also possible to publish the films and images drawn via Facebook, Twitter or email. For each film shared, sense generates a URL that will subsequently be accessible to everyone via the corresponding link.

2. Technical Requirements

The User is exclusively responsible for gaining access to the sales portal, establishing and maintaining the Internet connection required for sense and ensuring the compatibility of the end device. In addition, s/he is responsible for ensuring that the end device has at least the most up-to-date version of the operating system that we provide. An Internet connection is

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essential for using and downloading the Application. The User is also responsible for paying all the Internet connection and mobile telephone charges incurred for his/her use.

3. Registration and Access

In order to use sense, it is first necessary to register within the Application. When completing his/her registration, the User must complete the compulsory fields in the registration form fully and truthfully (username, email, password). In this context, the User must not to provide any third party with access to his/her registration details.

Alternatively, if the User has a Facebook account, s/he may use the 'Facebook Connect' interface in order to import the relevant content from his/her Facebook profile. However, in order to do this, s/he must already be registered as a user of the 'Facebook' social network, or s/he must register with this service provider. By registering with Facebook, the User accepts the terms and conditions of use and the data protection provisions applicable to use on Facebook, which also apply accordingly to all Facebook services used via the Application. The use of Facebook Connect is also subject to additional provisions, which the User will find in the Data Protection Provisions.

The Application may contain interactive functions, including communication functions, which make it possible to transmit self-created content to other users ('Moments'). Where possible, sense provides users with memory space assigned by sense, where they can upload self-created content. However, users have no legal right to the availability of this memory space.

4. Termination

4.1 Termination

The User can terminate his/her membership at any time without giving a reason.

Membership can be terminated and user data can be deleted within the App in the Settings field. Once the User's membership has been terminated, s/he will no longer have the right (conferred by membership) to use the services provided by sense on the Application.

Nevertheless, the downloaded App will remain the property of the User and can be used again at any time via a new account, subject to the valid Terms and Conditions of Use.

4.2 Deleting an Account

Once the User has terminated his/her membership, s/he will no longer have access to the services or to any data saved. The provisions of this Agreement will remain in force even

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after termination. Data protection obligations will remain unaffected. After termination, the User's data will be deleted from the sense servers.

5. User Obligations

The User must ensure that his/her user data (username, password) remains confidential and must not enable third-party access. User accounts cannot be transferred to third parties.

The User accepts that it is not permissible to use the Application for anything other than private and non-commercial use. Therefore, s/he is not entitled to upload contents that are used by the User in order to pursue commercial interests.

sense is under no obligation to monitor, check or save contents uploaded by users.

The User must not misuse the services provided by sense in any way. In particular, the following cases constitute misuse:

- Publication or distribution of pornographic, obscene, sexist, defamatory, libellous, offensive, threatening or racist contents, or contents intended to incite hatred.
- Any form of advertising for products and services, including the use of data in order to distribute one's own or third-party advertisements, unless this has been expressly authorised in advance in writing.
- Commercial use of the service without sense's prior authorisation of commercial use.
- Performing any actions that either could or do impair the functionality of the services.
- Modification or distribution of the fields provided, including other users' fields, which have not explicitly been made available to the User for these purposes.

sense has the right to delete or block contents at its own discretion, without giving a reason. Furthermore, sense has the right to prevent users from using sense, either temporarily or permanently, and to delete or block the User.

6. sense Obligations

6.1 Data Protection Declaration

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The Data Protection Declaration is a component of the Terms and Conditions of Use. These Terms and Conditions can be accessed at any time via www.sense-app.com.

6.2 Availability of Services

For as long as sense is provided, the service will be provided and updated, improved and expanded as far as possible. Consequently, the User is permitted to access sense on any day, provided that it still exists and is available. It is possible that sense will be amended or replaced, that access to sense will be denied, or that it will be suspended or discontinued (either in whole or in part), or that the prices for the whole service or parts thereof will be amended by sense at its own discretion, either for individual users or for all users. All of these amendments will come into force when they are announced on the sense website, or once the User has been directly notified of them, unless there is any stipulation to the contrary. Furthermore, sense reserves the right to withdraw, remove or dispose of any contents that form part of a user account, with or without notification, if, in the opinion of sense, said contents contravene this Agreement. In order to preclude any doubts, we hereby state that sense is under no obligation to save, maintain or make available any copies of any contents prepared by the User when using the services.

6.3 Third-party Websites and Developer Websites

sense may possibly contain links to the websites of third parties ('third-party websites') on www.sense-app.com or at other locations. Furthermore, sense enables third-party developers ('platform developers') to develop applications ('platform applications') in order to provide functions and functionalities and, to this end, to use data and development tools provided by sense via the developer platform. It is the User's responsibility to assess the extent to which s/he wishes to access third-party websites or platform applications and to use the latter. S/he should examine all the applicable provisions and/or data protection declarations of a third-party website or a platform application before using the latter or exchanging any form of information with it, because, in doing so, the User could allow the operator to use this information in a way and manner that does not comply with sense's standard practices. sense is not responsible for this and does not endorse any functions, contents, advertisements, products or other materials present on or available via the websites or platform applications of third parties. Nor will sense investigate, examine or approve any platform applications. Therefore, if the User accesses third-party websites or platform applications, s/he does so at his/her own risk. The User expressly accepts that s/he will use any platform application as provided without any warranty being given for the activities of the platform developers. Furthermore, the User accepts that this Agreement is

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not applicable to the use of third-party websites or developer applications. If the User permits a platform application or a third-party website to identify itself to his/her sense user account as an authorised party or to connect with this user account, this application or website will be able to access information on sense relating to the User and his/her contacts and data.

6.4 Disclosure of User Information

The User hereby confirms, gives his/her permission for and declares his/her consent to the following: in some cases, sense is legally obliged to disclose, store or access the registration information and other information provided by the User. Likewise, the above also applies if sense has good reason to believe that access, storage or disclosure of this kind could reasonably be deemed necessary for the following purposes:

- fulfilling legal requirements, including, but not limited to, summons for civil and criminal proceedings, court rulings and other mandatory disclosure obligations,
 - enforcing this Agreement,
 - investigating accusations that third-party rights have been infringed, regardless of whether or not the third party in question is a User, an individual or an authority,
 - investigating customer service queries, or
 - protecting the rights, property or personal safety of sense, its users or the general public.
- With the exception of information required for customer service purposes, in order to manage this Agreement and in order to comply with statutory provisions, all disclosures of user information to third parties are covered by the Data Protection Declaration.

6.5 Connections and Interactions with Other Users

The User is exclusively responsible for his/her interactions with other users. sense may possibly restrict the number of connections that the User can establish with other users, and in certain circumstances sense is entitled to prohibit the User from contacting other users via the service and to restrict his/her use of the services in other ways. sense reserves the right to monitor disputes between users and to restrict, suspend temporarily or delete user accounts, if sense decides, at its own discretion, that these measures are necessary in order to enforce this Agreement. Nevertheless, sense is under no obligation in this regard.

7. sense Liability and Warranty

7.1 Liability

In the event that third parties transfer or communicate data, sense is not responsible and accepts no liability for a defective transfer. Likewise, sense is not liable for any other

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processes that lie within the domain of the sales portal, for any problems that may arise from changes to the operating system of the end device, or for the loss of unsecured data. In any event, any warranty is excluded.

sense is not responsible for the loss of a downloaded Application. If the User deletes the Application (and/or individual components of the Application) from his/her end device, or if sense is no longer available on his/her end device because of other processes that lie within the risk area of the User or of a third party, sense is not responsible and accepts no liability for this.

In particular, sense is under no obligation to make the Application accessible to the User again or to reimburse usage fees that s/he has already paid.

7.2 Limits of Liability

Neither sense nor its subsidiaries, partners or employees, shareholders or owners of the latter are responsible, either jointly or severally, for the following:

- Damages more than five times greater than the last monthly payment made by the User for Premium services or in-app sales, or greater than € 100 (whichever figure is higher).
- Specific, incidental and consequential damages, or damages that exceed punitive damages, or downtime, lost sales or profits or data losses suffered by the User or by third parties as a result of the use of the services, a platform application or the contents of other resources accessible via or downloadable from sense. These limits of liability form part of the basis of the agreement between the parties, and without such limits of liability these Terms and Conditions and prices would be different. The following applies to these limits of liability: these limits of liability are valid whether or not
 - the User's claim has a contractual basis, is based on the law of torts, has a different legal basis or is founded on a different legal view,
 - sense was aware of the possibility of such damages or could have recognised it, or
 - the limited legal recourse provided in this paragraph fundamentally fails to fulfil its purpose; and these limits of liability do not apply to damages caused intentionally by sense in contravention of this Agreement, of the applicable laws, or of mandatory legal provisions, which cannot be excluded by this Agreement. The upper limits of liability stipulated in 7.1 remain unaffected.

8. Conflict Resolution

8.1 Competent Court and Applicable Laws – Laws und Forum for Legal Disputes

This Agreement, and all claims, lawsuits or disputes ('claims') arising from or relating to this Agreement, are subject to the statutes of the Federal Republic of Germany, irrespective of the location of the User or of the place where the User accesses sense, and irrespective of any clashes between different statutes, of the United Nations Convention on Contracts for the International Sale of Goods (CISG) or of the Lugano Convention on Jurisdiction. Both the User and sense expressly accept that all claims arising from or relating to this Agreement must be ruled on exclusively by a state or federal court located in Germany, unless the parties make any agreement to the contrary, and unless the following paragraph describing the arbitration alternative includes any provision to the contrary. Furthermore, the User and sense expressly agree to submit to the personal jurisdiction of the courts based in Stuttgart, within Germany, for the purposes of ruling on all claims of this kind. Irrespective of the above remarks, the User expressly accepts that sense is nevertheless entitled to sue for injunctive relief (or to apply for other urgent legal remedies).

8.2 Arbitration Agreement

For all claims, and without prejudice to the limits of liability pursuant to Clause 7.1., the party who has applied for the legal remedy can decide to have the dispute settled in a cost-effective way through a binding and conclusive ruling by private arbitration ('binding non-appearance-based arbitration'). In the event that one party chooses the arbitration process, it must ensure that this process is initiated by an established alternative dispute resolution provider selected by both parties by mutual agreement. The alternative dispute resolution provider and the parties must comply with the following rules:

- The arbitration process will be carried out by telephone, online and/or exclusively via submitted written documents. The specific nature and manner of the process must be selected by the party that instigates the arbitration process;
- the appearance in person of the parties or of witnesses is not part of the arbitration process, unless the parties have decided upon this by mutual agreement; and
- the arbitrator's ruling concerning the award of compensation is final and can be recorded at any competent court.

9. Reservation of Rights

sense is copyright-protected, and the use of the Application is limited to the licence described in this Contract. Apart from the licence hereby purchased, the User does not acquire any rights to sense. sense reserves all rights to sense (including its contents and components),

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as well as all copyrights, trademark rights and other intellectual property rights to the Application. Likewise, sense reserves the right to initiate civil or criminal proceedings against any unauthorised use of the Application, in particular, the unauthorised reproduction, distribution and communication to the public of the Application.

10. General Provisions

10.1 Comprehensive Agreement

The User acknowledges that this Agreement constitutes the comprehensive, complete and exclusive Agreement between him/her and sense with regard to the services, and that it replaces all previous agreements and deals, whether they were made orally or in writing, by common law, uniform practices, directives or prior practices, with regard to the content of this Agreement. Furthermore, the User may be subject to additional terms and conditions that will apply if s/he uses or purchases certain third-party services, contents or software.

10.2 Amendments or Additions

The Terms and Conditions of Use valid at the time of registration form the basis of the Contract for Use. sense reserves the right to amend these Terms and Conditions of use in the event that any updates are introduced, without thus disadvantaging the User in bad faith or in an unreasonable manner. Significant discrepancies from the Terms and Conditions of Use valid at the time that the Contract was concluded, and fundamental amendments to the Contract for Use are expressly excluded from the above amendment authorisation and can be implemented only by mutual agreement between the User and sense. The User will be notified of amendments or additions to the Terms and Conditions of Use after downloading an update from sense. In order to be able to continue to use sense, the User must accept the updated Terms and Conditions of Use within the App.

10.3 Severability Clause

Should one or several components of these GTC be or become invalid, this will not affect the validity of the Contract for Use or of the remaining General Terms and Conditions.

10.4 Messages and Notifications

sense is also authorised to notify the User via publications on www.sense-app.com. The User can contact sense using the following address: hallo@sense-app.de

10.5 Assignment and Authorisation

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The User must not assign or transfer any of the rights or obligations underlying this Agreement. Any ostensible assignment or authorisation is hereby invalid. sense is entitled to assign or transfer all the rights and obligations underlying this Agreement, either in part or in full, and without having to notify the User in advance. Furthermore, sense is entitled to replace itself as a contracting party unilaterally with any third party, which will take on the rights and obligations arising from this Agreement, to become effective upon notification hereof.

10.7 Other Potential Rights and Obligations

If the User lives outside Germany, depending on the local laws applicable in his/her place of residence, it is possible that the User will have rights and obligations other than those listed here.

If you have any queries or suggestions, please do not hesitate to contact us via the following email address: hallo@sense-app.com.