

# **I. Object of the Agreement, amendments**

## **Section 1 Object of the Participation Requirements and Terms of Use**

(1) LifeTap GmbH Berlin, Email: [contact@lifetap-ai.com](mailto:contact@lifetap-ai.com), (referred to as "Service Provider" hereinafter) provides a platform (referred to as "Lifetap" hereinafter, irrespective of the type of access via web or app) on [www.lifetap-ai.com](http://www.lifetap-ai.com) and as a separate software (app, e.g., for iOS, Android, Windows Phone, Nokia, Blackberry, Windows 8, MacOX, or other future software platforms), via which visitors and registered users can interact with the AI and get recommendations of activities. Recommendations are to constitute as content and activities the AI presents on Lifetap based on the user data, which lead to the activities, products and results presented on the platform, i.e., generally, bars, restaurants, movies, cafes, indoor, outdoor activities, books, and the like. The Service Provider neither verifies whether a recommendation constitutes an guaranteed satisfaction within the meaning of the definition, nor does it verify its quality. Users constitute potential and actual consumers of services which are traded to remain with the user permanently, i.e., generally, owners of activity. Further information on the services can be found in section 7.

(2) The present Participation Requirements and Terms of Use govern the provision of the free services by the Service Provider for users and the use of said services by you as a registered user. Additionally, the data protection regulations shall apply.

## **II. Registration for participation, handling access data, termination of the participation**

Disclaimer: The Users of Alpha & Beta test versions (which constitutes of friends, family and acquaintances) of Lifetap acknowledges the issues, bugs, lack of support, and limitations to handle data requests. The user also waives all his rights of litigation against Lifetap, irrespective of data handling issues, privacy, etc. The Alpha user is using Lifetap in good faith with the company's founders.

## **Section 2 Registration eligibility**

(1) The use of the services available on the Lifetap requires your registration as a user. No entitlement to participation exists. The Service Provider shall be entitled to reject applications for participation without providing reasons.

(2) You may only register as a user if you are of age, have unlimited legal capacity, and act as a consumer. A consumer constitutes any natural person concluding a legal transaction for a purpose which can be attributed to neither its commercial nor its occupational activity from self-employment.

(3) Multiple registrations shall be prohibited.

## **Section 3 Your registration on the Lifetap and required information**

(1) The Service Provider offers you free access to the Portal and the basic services.

(2) The contact information and other information the Service Provider requested from you during the registration process must be complete and correct or be placed on Facebook or Google correctly prior to the registration.

(3) After you provided all requested information, the Service Provider reserves the right to verify said information for completeness and plausibility. If the Service Provider deems the information to be correct and if the Service Provider has no other concerns, the Service Provider will activate your requested access and will notify you hereof per email. The email shall be deemed as acceptance of your application for participation. As of the receipt of that email, you shall be authorized to use the Lifetap within the scope of the present Participation Requirements and Terms of Use. For this, you must first confirm the activation by clicking on the link in the email.

(4) At the latest when you log in for the first time after registering on the Lifetap, you shall be obligated to provide legal details pursuant to the statutory provisions on your profile. The Service Provider shall not be obligated to verify this information for completeness or compliance with the statutory provisions, since the profile and the presentation of information by the user constitute a telemedia service by the user, and the Service Provider insofar merely stores and provides external information. The fields on the profile intended for this required information may not be used for information other than the statutorily required information.

#### **Section 4 Responsibility for the access data**

(1) In the course of the registration process, you may be asked to provide a user name and a password. The user name must contain the user's surname. With those data, you can log into the Lifetap after the activation of the access and your confirmation pursuant to section 3 (3). You are responsible to ensure that the user name does not violate third-party rights, in particular rights to names or trademark rights and is not immoral.

(2) You must keep the access data, including the password, confidential and may not make them accessible to unauthorized third parties.

(3) In addition, you are responsible to ensure that your access to the Lifetap and the services available on the Lifetap are exclusively used by you or by individuals authorized by you. If you fear that unauthorized third parties have gained or will gain knowledge of your access data, the Service Provider shall be promptly notified thereof.

**You shall be liable for any use and/or other activity executed under your access data, pursuant to the statutory provisions.**

#### **Section 5 Updating the user data**

You shall be obligated to keep your data (including required information and other contact information) up-to-date. If there is a change in the data you provided during your participation, you are to correct the information on the Lifetap immediately in your personal settings. Should you not succeed in doing so, please notify us of the changed data immediately by email.

## **Section 6 Termination of the participation**

(1) Unless otherwise agreed between the Parties, both Parties may terminate the Agreement at any time without notice. The options of extraordinary termination shall remain unaffected in any case.

(2) Upon entry into force of the termination, the contractual relationship shall be deemed to end, and you may not use your access anymore. The Service Provider reserves the right to block the user name as well as the password upon entry into force of the termination, as well as to reassign the user name at the end of twelve months.

(3) The Service Provider shall be entitled to irretrievably delete any and all data generated within the scope of your participation at the end of 30 calendar days after the entry into force of the termination and at the end of potential statutory data provision periods.

(4) The user shall download and secure any and all data stored for it on the Lifetap prior to the entry into force of the termination, in case of doubt, at the time of giving notice. The Service Provider shall not be obligated to compile a database report or to release data to the user after the entry into force of the termination.

## **III. Services and contents of the Lifetap**

## **Section 7 Services offered and availability of services**

(1) The Service Provider shall provide you with information and other services on the Lifetap for a limited period of time. Such services may include, for instance, making data, contributions, image and audio files, information and other contents (hereinafter summarized as "**contents**" ) available as both private and public, as well as the option to create individual profiles and to make contact with other users by sending messages. Please note that all actions performed on the Lifetap are private, unless explicitly designated otherwise.

(2) If you as a user make comments or post pictures, you are also subject to discussion of this with other users who may rate and comment on the contents posted by you herefor to improve recommendations. Observing neutrality is of importance to the Service Provider, and it shall only be obligated to delete potential ratings or comments within the scope of statutory claims. The user shall not have a contractual claim for deletion against the Service Provider. Users shall be prohibited from manipulating ratings for their own purposes or the purposes of others, in particular in favor or to the disadvantage of certain activities, in particular to obtain the promise of an advantage herefor.

(3) The content and scope of the services shall be determined according to the respective contractual agreements and, otherwise, according to the currently available functionalities on the Lifetap, respectively.

(4) The services available on the Lifetap may also include services by third parties, to which the Service Provider merely provides access. Regulations deviating from or in addition to the present Participation Requirements and Terms of Use, which are generally found on websites of third parties, may apply to using such services – which the Service Provider is not required to separately identify. The user shall undertake to gather the information on the regulations applying insofar on its own. Insofar as the user

provides information on its user name with third-party providers (Facebook, Twitter, Instagram, LinkedIn, and the like) on the Lifetap, the user hereby assigns the Service Provider to provide according social media plug-ins of these third-party providers, connected with the user name, on the Lifetap at the same time, even though this then causes a data exchange of the visitor with the third-party provider with every page view.

(5) For all services available for a fee (including those available as part of the basic access), the Service Provider shall guarantee an availability of 99% as a monthly average within its scope of responsibility. The regular maintenance slots of the Lifetap, which are scheduled between 2:00 and 4:00 a.m. on Sundays, shall not be included in the availability calculation.

Incidentally, there shall only be a claim for use of the services available on the Lifetap within the scope of the technical and operative means of the Service Provider. The Service Provider shall undertake to ensure a usability of its services which shall be as uninterrupted as possible. However, technical problems (such as the interruption of the power supply, hardware and software errors, or technical problems in the data lines) may cause temporary restraints or interruptions.

(6) The Service Provider reserves the right to present contents of individual activity and events in a particularly distinguished manner (e.g., as a banner on the home page, app screen, advertisement for the Portal) free of charge or for a fee at its own discretion, without a claim for the user for a likewise distinguished presentation arising herefrom.

## **Section 8 Changes of services**

The Service Provider shall be entitled to change services provided free of charge, to make available new services free of charge or for a fee, and to terminate the provision

of services free of charge on the Lifetap at any time. The Service Provider shall herewith respectively take the legitimate interests of the users into consideration.

## **Section 9 Protection of contents, responsibility for third-party contents**

(1) The contents available on the Lifetap are predominantly protected by copyright or by other property rights, and **are respectively owned by the Service Provider, users, or other third parties who provided the respective contents, activity**. The compilation of the contents as such is protected as a database or database collection within the meaning of sections 4 para. 2, 87a para. 1 UrhG (German Copyright Act), where applicable. You may only use these contents pursuant to the present Participation Requirements and Terms of Use as well as within the scope provided on the Lifetap.

(2) The contents available on the Lifetap partially come from the Service Provider and partially from other users, and other third parties. Contents by the users, as well as other third parties are hereinafter summarized as **"third-party contents"**. The Service Provider itself generally does not take note of these third-party contents, does not verify third-party contents for completeness, accuracy, and legitimacy, and **thus does not assume any responsibility or guarantee for the completeness, accuracy, legitimacy, and timeliness of the third-party contents**. The same applies with regard to the quality of the third-party contents and their suitability for a certain purpose, as well as if third-party contents on linked external websites are concerned.

In cases of doubt, any and all contents on the Lifetap shall be deemed third-party contents, with the exception of those contents labeled with a copyright notice by the Service Provider or which are clearly part of the general Lifetap design.

## **Section 10 Main parameters of the activity search**

(1) The service provider gives users of the Lifetap the opportunity to search for activities for specific areas of interest. When requesting activities to the AI on the Lifetap, the user will generally be shown those activities from the pool of activities registered on the Lifetap having highest matching to the users likeness.

(2) In the automated compilation of the activities for the respective user, the AI factors in various parameters that are included in the selection for the activities.

## **IV. Your usage of the services on the Lifetap**

### **Section 11 Scope of permitted use**

(1) Your authorization for use shall be limited to the access to the Lifetap as well as the use of the services respectively available on the Lifetap within the scope of the regulations of the present Participation Requirements and Terms of Use and for view and use of the Lifetap.

(2) You are responsible yourself to ensure that the necessary technical requirements for use of the services according to the Agreement in your scope of responsibility are fulfilled. The Service Provider shall not owe you consultation associated therewith.

### **Section 12 Creation of user profiles**

(1) If available as a functionality on the Lifetap, you may personalize your user profile within the scope of the present Participation Requirements and Terms of Use. Please make sure to note the limitations of section 16.

(2) The Service Provider generally does not verify the identities of profile owners and the information on the profiles. Thus, the Service Provider shall not be obligated to warrant that each profile owner actually is the respective person it claims to be.

## Section 13 Your posting of contents

(1) By posting contents (ratings and review), you respectively grant the Service Provider a transferable right of use to the respective contents which is free of charge, in particular

- to store the contents on the server of the Service Provider as well as the publication thereof, in particular making them available to the public (e.g., by displaying the contents on the Lifetap),
- to copy, distribute, exhibit, and demonstrate them, as well as to reproduce them in image files, insofar as the above-mentioned actions serve editorial use, for advertising or reporting about the Lifetap,
- to edit and copy them, insofar as it is required for the above-mentioned actions of exploitation, and
- to grant rights of use – also for a fee – vis-à-vis activities, and other third parties within the scope of section 14, i.e., insofar as the use by these activities takes place on the Lifetap or with the help of the Lifetap (e.g., for an email service of the Lifetap by means of which individual images may be sent, too), as well as to advertise the Lifetap or to report about the Lifetap.

If you delete your posted contents from the Lifetap, the right of use and exploitation granted to us above shall not expire. The Service Provider shall remain entitled to store copies created for purposes of back-up and/or proof. The rights of use already granted to the users, activities, or other third parties in using the Lifetap to contents posted by you shall also remain unaffected.

(2) The Service Provider reserves the right to reject the posting of contents (ratings and review) and/or to edit, block, or delete already posted contents.

## **Section 14 Rights of use to contents available on the Lifetap**

(1) Unless continuous use is explicitly allowed in the present Participation Requirements and Terms of Use or on the Lifetap or is facilitated on the Lifetap by means of an according functionality (e.g., download button),

- you may retrieve online and display contents available on the Lifetap exclusively for personal purposes. This right of use shall be limited to the term of your participation in the Lifetap according to the Agreement;
- you shall be prohibited from fully or partially editing, changing, translating, displaying or demonstrating, publishing, exhibiting, copying, or distributing contents available on the Lifetap. Moreover, it shall be prohibited to remove or change copyright notices, logos, and other marks or protection notices.

(2) You shall only be entitled to download contents as well as print contents if a download or print option is available on the Lifetap as a functionality (e.g., via a download button).

You shall respectively obtain an indefinite and non-exclusive right of use for use for your own, non-commercial purposes to the contents properly downloaded and/or printed by you. Incidentally, any and all rights to the contents shall remain with the original owner of the rights (the Service Provider or the respective third party).

(3) Your compulsory, statutory rights (including copying for private and other use of your own pursuant to section 53 UrhG) shall remain unaffected.

## Section 15 Prohibited activities

(1) The services available on the Lifetap shall be exclusively intended for use by the users and other natural persons as visitors of the Lifetap. **You shall be prohibited from any use of contents by activities or other users for or in connection with commercial purposes outside of the Lifetap**, unless the Service Provider explicitly allowed such use by you in advance and in writing. Unauthorized use shall include in particular

- contests, raffles, trade-offs, ads, or pyramid schemes, and
- any electronic or other collection of identity and/or contact information (including email addresses) of members (e.g., for sending unsolicited emails) and
- the systematic electronic retrieval of contents on the Lifetap, in particular to compile your own database using the contents of the Lifetap.

(2) **You shall be prohibited from performing any activities on or in connection with the Lifetap, which violate applicable law, third-part rights, or the principles of the protection of minors.**

(4) You shall also be **prohibited** from performing any action suitable to impact the smooth operation of the Lifetap, in particular excessively overloading the Service Provider's systems.

(6) In the event of a suspicion of unlawful or criminal acts, the Service Provider shall be entitled and potentially even obligated to investigate your activities and to take according legal measures, where applicable. This may include forwarding relevant facts to the department of public prosecution.

## **Section 16 Blocking access**

(1) The Service Provider may temporarily or permanently block your access to the Lifetap if there are clear indications that you have violated the present Participation Requirements and Terms of Use and/or applicable law, or if the Service Provider has any other legitimate interest in blocking it. In deciding whether to block your access, the Service Provider shall adequately take your legitimate interests as well as a potential payment of compensation by you into consideration. The Service Provider may in particular block the access if the user:

1. offends the Service Provider, its employees, other experts or users, uses abusive criticism, or makes false factual claims;
2. criticizes the Lifetap or its individual functions in excess of the usual form of objective argument;
3. uses discussion forums for criticizing the Lifetap, the Service Provider, or its employees such that said criticism is not explicitly approved as general statements about the Lifetap;
4. does not maintain its profile, in particular does not update it;
5. violates criminal law or morality.

(2) In the case of a temporary or permanent block, the Service Provider will block your access authorization and notify you thereof via email.

(3) In the case of a temporary block, the Service Provider will reactivate the access authorization after the blocking period and notify you thereof via email. A permanently blocked access authorization cannot be restored. Permanently blocked individuals are permanently excluded from participating in the Lifetap and may not register on the Lifetap again.

## **V. Liability limitation and warranty**

### **Section 17 Liability limitation**

(1) The Service Provider shall be liable for the violation of material contractual obligations for which it or its vicarious agents are at fault. Material contractual obligations are those enabling the proper implementation of this Agreement in the first place, and upon the compliance of which the other Party regularly relies and may rely. Otherwise, the Service Provider shall only be liable, irrespective of legal basis, insofar as it or its vicarious agents can be accused of willful intent or gross negligence. The liability due to delay, for claims from the German Product Liability Act, or other german compulsory, statutory provisions, as well as the liability for damage from injury of life, limb, or health shall remain unaffected hereby.

(2) The liability for a slightly negligent violation of a material contractual obligation shall be limited in the amount to the predictable damage typical to contracts of this kind.

(3) The above-mentioned liability provisions shall also apply in favor of the legal representatives, employees, and vicarious agents of the Service Provider.

(4) A potential liability regardless of negligence or fault by the Service Provider pursuant to Sec. 536 a para. 1, 1st alternative BGB (German Civil Code) due to defects which had already been present at the time of the conclusion of the Agreement shall be excluded.

### **Section 18 Warranty**

**The statutory provisions on warranty shall apply, unless specified otherwise in the present Agreement.**

## **VI. Revocation**

### **Section 19 Revocation right**

**As a consumer, you shall have the following revocation right.**

### **Revocation right information**

**You may revoke your contract declaration within 14 days in written form (e.g., letter, fax, email) without providing reasons. The period shall begin upon receipt of the present information in written form, not, however, prior to the conclusion of the Agreement and not prior to our obligations to furnish information pursuant to Article 246 section 2 in connection with section 1 paragraphs 1 and 2 EGBGB (German Introductory Act to the Civil Code), as well as our obligations pursuant to section 312g paragraph 1 sentence 1 BGB in connection with Article 246 section 3 EGBGB, being fulfilled. For the observation of the revocation period, sending the revocation in a timely manner shall suffice. The revocation shall be directed to:**

**LifeTap GmbH, Berlin**

### **Consequences of revocation**

**In the event of a valid revocation, the services received mutually shall be restituted and potential emoluments taken (e.g., interest) shall be returned. Should you only, not or partially not be able to retribute or return to us the received service as well as benefits (e.g., advantages of use) in a deteriorated condition, you shall insofar be obligated to pay us compensation for lost value. As a consequence, you may nevertheless be required to fulfill the contractual payment obligations for the time until the revocation. Obligations to compensate**

**for payments must be fulfilled within 30 days. For you, the period shall begin with sending off your revocation declaration, while for us, it shall begin upon receipt thereof.**

**End of revocation right information**

## **VII. Other provisions**

### **Section 20 Severability clause**

Should any provision of the present Participation Requirements and Terms of Use be or become invalid, the legal validity of the remaining provisions shall remain unaffected hereby. The invalid provision shall be replaced with a valid provision which comes closest to the economic purpose intended by the Parties.

### **Section 21 Applicable law**

The present Participation Requirements and Terms of Use are subject to the law of the Federal Republic of Germany, under exclusion of the Convention of Contracts for the International Sales of Goods (CISG).

### **Section 22 Contractual language**

The contractual language shall be English.

### **Section 23 Storage of the wording of the Agreement**

The Service Provider will not store the wording of the Agreement.

## **Section 24 Code of conduct**

The Service Provider shall not be subject to any code of conduct.

## **Section 25 Customer service**

**You can reach the Service Provider's customer service via the contact information mentioned at the beginning of this document.**