

THIS TRANSLATION IS FOR YOUR INFORMATION ONLY!

THE LEGALLY BINDING DOCUMENT IS THE ORIGINAL LICENSE AGREEMENT IN GERMAN,
CF. FIGURE 9.2 OF THE LICENSE AGREEMENT

License Agreement on the PDF24 Creator provided by www.pdf24.org
Version 1.0 - June 2006

1. Objective and scope of the License Agreement

1.1.1 The PDF24 Creator is made available to you free of charge by www.pdf24.org, a project of "geek Software GmbH", and may be used for private as well as for commercial purposes. The project would appreciate it, if satisfied users put a link on the web site www.pdf24.org. geek Software GmbH offers software and services relating to PDF.

1.1.2 The user has no right to claim the right to use of the PDF24 Creator or to its provision. The software and - as the case may be - any accompanying documentation are provided "as is". geek Software GmbH does not guarantee for the proper function of the PDF24 Creator or its fitness for a particular purpose and does not provide support. In this respect only the resources offered at www.pdf24.org are available.

1.1.3 Visitors of the web site www.pdf24.org can generate an individualized version of the PDF24 Creator free of charge. The user interface of this PDF24 Creator contains a picture which is provided by the visitor. The respective visitor of www.pdf24.org is solely responsible for the content of the picture (see in addition also figure 5).

1.1.4 Also in the future the existing functions of the PDF24 Creator shall remain free of charge. However, www.pdf24.org reserves the right to integrate additional components to the program which might be subject to fees.

1.1.5 The PDF24 Creator is provided only for the use and distribution in the area of the European Union.

1.2. Usage by end user

1.2.1 The PDF24 Creator can be used by the end user starting from the date of its installation.

1.2.2 The end user consents that the software contacts the servers of the right holder once a day provided an internet connection exists in order to search for a newer program version. On this occasion, no personal data of the user or specifications of the computer used by him will be transmitted. Merely specifications relating to the installed PDF24 Creator will be transmitted, such as program version, language version as well as the time of installation. If a newer program version is available, the user is given the choice to install it or not.

1.2.3 The free use of the PDF24 Creator is limited to the complete application. The separate use of components - with the exception of the included GPL version of GhostScript - is not permitted.

1.3. Generation of an individualized version

1.3.1 The picture uploaded by the visitor of the web site www.pdf24.org for the purpose of generating an individualized version of the PDF24 Creator is used exclusively for this purpose. It is neither distributed or transferred by www.pdf24.org nor is it stored.

1.3.2 The visitor has no right that the picture integrated by him into the PDF24 Creator is also shown by future program versions on the user interface of the PDF24 Creator. It may be deleted during the installation of a new program version of the PDF24 Creator on the end users computer.

1.3.3 www.pdf24.org is in particular entitled to remove the picture if the picture obviously infringes rights of third parties or injures legal regulations, and in case claims are lodged against pdf24.org because of the picture - both in court and out of court - and these claims are not obviously arbitrary. The same applies if such an official procedure is initiated.

1.3.4 The name and email address provided by the visitor during the generation of the individualized version of the PDF24 Creator are saved within the individualized version of the PDF24 Creator and are available to the user of this individualized version of the PDF24 Creator. Should the picture be deleted in a later program version, this data will be deleted.

1.4. Consent in data processing and reception of advertisement

1.4.1 The visitor consents that the email with which the PDF24 Creator is sent to him may contain advertising by geek Software GmbH as well as from advertising partners and sponsors. The email address of the visitor will not be made available to the advertising partners or sponsors or other to third parties.

1.4.2 The visitor consents that his email address and his name are saved by geek Software GmbH and may be used to send information on new services, products and supplies from www.pdf24.org and geek Software GmbH as well as advertising from advertising partners and sponsors to his email address. Also emails for marketing research and public opinion polls are permitted. This consent can be revoked at any time with effect for the future by notice to geek Software GmbH.

1.5. Distribution and modification

1.5.1 It is under all circumstances prohibited to change the source code of the program. Any manipulation, decompilation and disassembly of the software and the provided files as well as changes of the directory structure or other changes of the software package will be brought to prosecution by the right holder and will be punished under § 263 of the German Criminal Code. The right to claim damages is reserved.

1.5.2 The original and unchanged GPL version of GhostScript (<http://www.ghostscript.com>) is delivered with this software package. It is accessed after the installation when the program starts. GhostScript is provided under the GNU General Public License (<http://www.gnu.org/licenses/gpl.html>). Additional information to this license is available, e.g., under <http://en.wikipedia.org/wiki/GNU/GPL> and in the subdirectory /gs of the PDF24 Creator in the file `gnu_gpl.txt`.

In case they are applicable, provisions of the GNU General Public License prevail over the provisions of the License Agreement. Insofar, in particular the preceding figure 5.1 is not applicable.

1.5.3 The program may only be distributed free of charge and only together with all accompanying files and in unchanged state on data carriers or through the Internet. Publications on CD-ROM / DVD within freeware/ shareware compilations and magazines are permitted. It may be necessary to obtain the consent of the holder of rights to an integrated picture (cf figure 1.3 as well as figure 6).

1.5.4 Any distribution of the PDF24 Creator in a way or in a context which might cause damage to the reputation of the project www.pdf24.org or to geek Software GmbH, its employees, representatives, assistants or partners, is prohibited. This applies especially to the distribution of the PDF24 Creator on web sites with racist, pornographic, insulting, anti-constitutional, forbidden or illegal contents.

1.5.5 In any case, geek Software GmbH reserves the right to prohibit the distribution of the PDF24 Creator on certain web sites or data carriers or the distribution by certain persons at any time without giving any reason. All copyright notices and product references as well as pictures used, rendered and/or shown by the PDF24 Creator may not be deleted.

1.6. Indemnification by the user

1.6.1 The user has to ensure that he has the right to use the uploaded picture by integrating it into the PDF24 Creator as well as that he has the right of distribution of a picture integrated into the PDF24 Creator and that he does not infringe rights of third parties of any kind and/or official or legal regulations of any kind. In any case, the use of pictures with racist, pornographic, insulting, anti-constitutional, forbidden or illegal content is permitted.

1.6.2 The user indemnifies geek Software GmbH from all claims of third parties because of infringements of their respective rights by the pictures uploaded by the user and/or distributed by him with the PDF24 Creator, irrelevant whether the claims are justified or not. The same applies in the case of official procedures. The indemnification includes, but is not limited to, adequate expenses of judicial and extrajudicial legal defense, including court and lawyer fees and other procedural costs, claims for compensation and reimbursement of expenses, unjust enrichment as well as official punishments, ordinal money etc., safe for costs and damages caused by a culpable behaviour of geek Software GmbH.

1.6.3 In addition, the user will compensate geek Software GmbH all other expenses and damages originating from claims by third parties because of infringements of their respective rights by the pictures uploaded by the user and/or distributed by him with the PDF24 Creator or from such official procedures. However, this does not apply if the expenses or damages are caused by a culpable behaviour of geek Software GmbH.

1.6.4 These rights can also be exercised by employees of geek Software GmbH, its representatives, assistants or partners in case claims are lodged against them or such official procedures are initiated.

1.6.5 If and to the extent geek Software GmbH is aware of the users address, e.g. of the email address provided when generating an individualized version of the PDF24 Creator, geek software GmbH

undertakes to refer claimants to the user and to inform the user about the claim. geek software GmbH will not admit any claim without having given the opportunity to the user to enter in negotiations with the claimant.

1.7. Revocation of rights of use

The right holder has the right to revoke all rights of use of the user in case the user is in breach of this License Agreement. The user admits that all used product names and registered brands / trade mark are the property of their respective owners, no matter whether they are marked as those or not.

1.8. Liability of the right holder

1.8.1 geek Software GmbH is liable for damages which were caused by the services offered free of charge or in the course of their provision as well as damages caused by software offered free of charge, irrespective of the legal basis - neither of contractual nor of extra-contractual nature -, only if and to the extent geek Software GmbH has acted deliberately or grossly negligent. This does not apply in case of injuries of the life, the body or the health. This restriction of liability also applies when services are offered for remuneration, however, not in case of breach of essential contractual obligations (main duties). Liability according to the product liability law remains untouched.

1.8.2 In case of negligent breach of main obligations geek Software GmbH is not liable for indirect damages, in particular for loss of profit.

1.8.3 If and to the extent the liability of geek Software GmbH is excluded or limited by the preceding regulations, this also applies to the liability of employees of geek Software GmbH, its representatives, assistants or partners.

1.9. Final provisions

1.9.1 This License Agreement remains in force, until it is replaced by a newer version. geek Software GmbH has the right to make the installation of a new program version depend on the users consent with a renewed License Agreement. The renewed License Agreement will be sent to visitors that have received an individualized version of the PDF24 Creator via email to the email address provided by them. If they disagree with the renewed License Agreement, they lose the right to distribute the PDF24 Creator.

1.9.2 The legally binding version of this License Agreement is solely the German version. Only this German version is decisive for the content of this License Agreement and the rights and duties arising from it. Versions in other languages are non-binding translations which are merely for information purposes.

1.9.3 This License Agreement is governed by the laws of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods. In case the user is a merchant or has his place of general jurisdiction not in the Federal Republic of Germany, the

place of jurisdiction is Berlin-Schöneberg. In any case, the parties can be sued in their respective place of general jurisdiction.

2. Terms and Conditions for PDF24-Fax-Service

2.1 General

2.1.1 The Terms and Conditions (hereinafter "TC") listed below govern the contractual relations between Geek Software GmbH, Einstein Palais, Friedrichstraße 171, 10117 Berlin, under the framework of the Fax Service offered by PDF24 (hereinafter "PDF24") and the customer (hereinafter "Customer"). PDF24 provides all services solely under these TC in conjunction with the current specification of services and tariffs under <https://fax.pdf24.org>. Any and all other general terms and conditions of Customer shall not be applicable, regardless of whether PDF24 does explicitly object to such terms and conditions.

2.2 Scope of Service

2.2.1 PDF24 enables Customer to send fax messages via the internet and - depending on the tariff - also to receive such messages. To this purpose, PDF24 provides Customer with a web-account which may be used to carry out such services. PDF24's services are provided in a basic, free version with limited scope of services (2) and as a premium, chargeable version with extended scope of services (3).

2.2.2 The basic, free version allows only for the sending of a limited number of outbound fax messages to the recipient's telecommunications network, but not for the reception of inbound fax-messages. PDF24 reserves the right further to limit the service at any time (e.g. with regard to the number of fax-pages forwarded or the amount of contactable destination numbers, etc.).

2.2.3 The premium, chargeable version allows both for the sending and receiving of fax messages within the quota defined under the respective tariff (2.5). In addition, Customer is optionally assigned a recipient number in a landline network of her/his choice (2.4), which she/he may also use as source identifier for outbound fax messages.

2.2.4 The scope of services as well as the charges payable are detailed in the schedule of services and prices under <https://fax.pdf24.org/preise> effective at the time of conclusion of the contract.

2.3 Registration

2.3.1 In order to use PDF24's services, Customer is required to register with the web-account which is accessible by password only. Customer assumes responsibility for the accuracy and completeness of her/his personal information. Registration under an alias is explicitly prohibited.

2.3.2 Customer agrees and undertakes to maintain full confidentiality of her/his password and assumes liability for all damages arising from the disclosure or making available of said password. For security reasons, the password should be changed at regular intervals.

2.4 Telephone number

2.4.1 PDF24 optionally assigns Customer, within the framework of its chargeable service, a telephone number for the reception of inbound fax-messages within the German landline network - or depending on the scope of services - also within a foreign landline network. Said number may also be used for outbound fax-messages.

2.4.2 Under the terms governing the allocation of telephone numbers in the Federal Republic of Germany, a landline in a specific local line network may only be allocated if the recipient of said number provides proof of her/his residency or place of business within this local line network. For this reason, PDF24 is obliged to request such proof from Customer.

2.4.3 Subsequent to the allocation of the telephone number, Customer is entitled only to use said number for sending and receiving fax-messages via PDF24. Any and all extensive use of the number is prohibited, as is the use of the number after the expiration of the contractual relationship. In particular, Customer is not entitled to the porting of her/his number to a contractual relationship with another telephone communications service provider. (Porting, §46 TKG)

2.5 Charges

2.5.1 For the chargeable services of PDF24, a charge under the schedule of prices (<https://fax.pdf24.org/preise>) then effective for the respective tariff is incurred.

2.5.2 Tariffs with monthly payment include the reception of inbound fax-messages as well as sending a predefined contingent of outbound fax-messages - where applicable tiered with regard to the number of pages sent and/or of destination numbers groups. Outbound fax-messages to certain predefined groups of destination numbers (e.g. telephone communication networks of certain countries or premium services such as 0190-numbers) may be excluded or made dependent on an extra-charge.

2.5.3 If Customer within a given accounting period accesses services not included under her/his current tariff (e.g. exceeding the quota of outbound fax-messages, sending of outbound fax-messages to destination numbers not included in the tariff), such services may be charged extra in accordance with the schedule of prices then effective. PDF24 may make the rendering of such services dependent on advance payment.

2.5.4 Accounting periods are monthly, beginning with the calendar day of the effective date of the contract. The respective charge is to be remitted a month in advance by use of the method of payment specified under the respective schedule of services.

2.5.5 At the inception of the accounting period, Customer shall receive a billing statement in writing (§126b BGB) - e.g. by transmission to his web account (2.2.1) which shall include both the charges for the upcoming accounting period as well as the charges for any contingent additional services under (3) accessed in the previous accounting period.

2.5.6 The billing statement includes the statutory VAT then effective in the Federal Republic of Germany. If Customer provides proof by submitting a valid VAT ID-No. of an EU member state that she/he as the beneficiary of services is liable to pay the tax, the billing statement is issued

exclusive of VAT. In this case, Customer is obliged to pay VAT in her/his country of origin.

2.5.7 PDF24 reserves its right to changing the charges. PDF24 may increase charges in particular, if it is itself subject to price increases by third parties (e.g. land line telecommunications service providers, mobile telecommunications service providers) or by other cost factors arising in the normal course of business. PDF24 shall inform Customer of such changes in writing. If said changes deviate to the disadvantage of Customer from the terms previously effective, she/he shall be entitled to make use of her/his extraordinary right in this case to terminate the contract within a month of receiving the notification of change, otherwise, the changes will be deemed as authorized by Customer. PDF24 will inform Customer of the notice period and the consequences of failure to observe it in its notification of change.

2.6 Customer Duties and Obligation

2.6.1 Customer undertakes to use PDF24's services neither for accessing nor for distributing content which violates legal regulations of whatever kind. Customer is obliged to avoid any impression in commercial and legal transactions that content for which she/he is responsible is in any way attributable to PDF24.

2.6.2 Customer recognizes in particular the inadmissibility under German and European law of transmitting unsolicited marketing fax-messages without explicit prior consent of the recipient. Customer commits explicitly not to use PDF24's services for such fax-messages.

2.6.3 Customer is obliged immediately to inform PDF24 of any change of address or payment information.

2.6.4 In the event of an ex-post failure to meet the requirements for the allocation of a landline telephone number in a specific local network of Customer (2.4.2) or of other services provided by PDF24, Customer must immediately inform PDF24 thereof. If Customer, in this context, provides proof of her/his meeting the requirements for the allocation of another landline telephone number or of other services of PDF24, PDF24 shall notify Customer accordingly within the framework of the regulations aforementioned.

2.6.5 Customer acknowledges that, albeit assuming the contractual responsibility to employ all reasonable technical measures in order to ensure the correct transmission of Customer's in- and outbound fax-messages, PDF24 cannot undertake an unconditional guarantee for the correct transmission in each and every case (2.7.1). In order to prevent, respectively mitigate, own damages incurred by a contingent incorrect transmission, Customer is, therefore, obliged, in such cases in which the financial or legal consequences liable to ensue from an incorrect transmission are expected to be other than negligible, to ensure also by means other than checking the fax transmission report that recipient has correctly received the fax (e.g. by enquiring with the recipient). This applies particularly to any and all cases where the transmission by fax is to ensure the observation of a legally significant deadline (e.g. period of objection or for filing an action, suspension of the period of limitation, etc.) or transactions with other than negligible financial consequences are concerned, in which a contingent damage exceeds the amount to which PDF24 would be liable for damages in the case of culpable breach of its material contractual obligations (2.7.2). In the event of

Customer acquiring knowledge that an inbound fax addressed to her/him has been transmitted incorrectly, she/he is obliged, in the cases aforementioned, proactively to contact the sender identified by the source identifier in the error message, in order to establish whether, if appropriate, it is necessary to transmit the document by another method. To this end, PDF24 provides Customer - in as far as this is technically possible - with a dependable error message listing the time and the source identifier of the failed transmission.

2.7 Liability of PDF24

2.7.1 PDF24 commits to taking all reasonable technical measures to ensure the correct transmission of Customer's in- and outbound fax-messages. However, PDF24 cannot undertake a guarantee that all technical systems involved in the transmission process - in particular those outside PDF24's sphere of control - will function at all times and without exception.

2.7.2 PDF24 shall be liable for financial damages - irrespective of the cause in law - only if PDF24, respectively its employees or representatives, have caused the damages with malice aforesought or by gross negligence or if the damages result from negligence of material contractual obligations (cardinal obligations).

2.7.3 In the case of slight negligence of cardinal obligations, PDF24's liability shall be limited to damages that are typical and foreseeable under the contractual relationship and it shall not exceed the 24-fold amount of the average monthly service charge paid by Customer during the six billing periods prior to the occurrence of the loss. If the contract has been in existence for less than six months, the average of the service charge accrued during all billing periods prior to the occurrence of the loss shall be applicable. Liability for collateral damages, in particular for lost profit damages, is excluded.

2.7.4 The aforesaid under (3) shall not apply in case of violation of life, body, or health. In such cases, the statutory provisions shall be applicable. Product liability under the German Product Liability Act remains equally unaffected.

2.7.5 Any and all further damage claims are excluded. This shall apply in particular for such financial damages which result from the incorrect transmission or reception of fax messages, if Customer on her/his part has failed to comply with her/his obligation to prevent or mitigate damages (2.6.3).

2.7.6 All damage claims against PDF24 must be made by Customer within 6 months of acquiring knowledge of the circumstances on which the claim is based, at the latest, however, 5 years after the arising of such circumstances, irrespective of the knowledge thereof. This shall not be applicable in the case of violation of life, body, health or freedom as well as in case of liability for intentional tort.

2.8 Data Privacy

2.8.1 PDF24 collects stores and processes the data obtained within the framework of the contractual relationship in accordance with the pertinent statutory data privacy regulations. For details, Customer may refer to <https://pdf24.org/datenschutz> at all times.

2.9 Duration of Contract

2.9.1 The contract shall be concluded for an indefinite period of time. It may be terminated by both contracting parties with a notice period of two weeks to the end of the billing period (2.5.4), in as far as the applicable tariff is not subject to a different notice period. The right to termination without notice remains unaffected.

2.9.2 PDF24 reserves its right to termination without notice specifically if Customer is in arrears with her/his service charges for two billing periods, or Customer culpably breaches the conditions of the contract, specifically if she/he infringes on the duties and obligations under 2.6

2.9.3 The termination announcement must be made in written (§ 126 BGB) or text form (§ 126b BGB). Non-utilisation of PDF24s services by the Customer shall not substitute a termination within the meaning of (1), even if such non-utilisation has already prevailed for some time.

2.10 Final Provisions

2.10.1 PDF24 reserves the right to subsequent additions or amendments to these Terms and Conditions. PDF24 shall notify Customer of such additions and amendments in text form. If Customer does not object to these additions or amendments within a month after reception of the notification of addition or amendment, the added or amended terms shall become part of Customer's contract. In the event of objection, the original terms shall prevail. PDF24 shall inform Customer of the period for objection and the consequences of non-compliance with it in its notification.

2.10.2 In the event of PDF24 introducing additional services or tariffs, PDF24 reserves the right to make such services and tariffs subject to additional Terms and Conditions.

2.10.3 The legal relationship between PDF24 and Customer shall be governed exclusively by the law of the Federal Republic of Germany. Unless otherwise specified, this shall also apply to the definition of daytime, holidays and other temporal or spatial factors.

2.10.4 If Customer is a merchant or if her/his place of general jurisdiction is not within the Federal Republic of Germany, the competent court of jurisdiction shall be Berlin-Schöneberg. Customer may also be brought to action at her/his general place of jurisdiction.

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