moojo

General terms and conditions

Status: November 2022
Version: 1.0

1. Scope and purpose

a. The moojo app ("**App**") is a mobile application offered for download free of charge by **Moojo** GmbH, Straße der Pariser Kommune 12-16, 10243 Berlin ("**Moojo")** via an App Store ("**Platform") of** the respective operator ("**Platform Operator**"). Contractual partner for the use of the app as well as the use of its contents becomes Moojo, not the platform operator. With the installation and use of the app, you agree to these GTC.

b. The app can be used to access the services offered by Moojo. These are essentially services in the area of invoicing and payment processing for freelancers and small businesses ("**Services**").

c. The app is intended exclusively for use by entrepreneurs within the meaning of § 14 BGB. If you are a consumer within the meaning of § 13 BGB, you may not use the app.

2. Registration

a. To use the app's services, you need to create a user account for yourself as a freelancer or on behalf of your company. To do this, you must enter your name and contact details and assign a secure password. By completing the registration, you must accept these T&Cs. This creates a contract for the use of the app and the use of the services of Moojo.

b. You are obliged to keep your password secret and not to disclose it to third parties.

3. Scope of functions

Essentially, the app is designed to facilitate the billing process of self-employed individuals and smaller businesses. In detail, the following functions are currently provided:

a. Simple invoicing

The app can be used to create business invoices and send them to the invoice recipients. For this purpose, the user creates a profile with his business data (e.g. address, e-mail address, etc.), which is then required and transferred for the creation of the invoice. As part of the invoice creation process, the user enters all other invoice-relevant information in the input mask provided for this purpose (e.g. invoice items, invoice recipients, etc.). Once the information has been entered in full, the app creates a PDF invoice that the user can send directly to the invoice recipient via the Moojo email service within the app. Alternatively, the invoice can also be shared and sent via other external systems using the smartphone's sharing function. The user also has the option of downloading the PDF invoice.

In addition to invoicing, the user also has the ability to duplicate, cancel, correct existing invoices through the app and remind the invoice recipient to pay their invoice if it is overdue.

b. Organised business data

Business-relevant data (e.g. tax number, other invoice information) can be stored and managed in the app. If information such as the tax number is needed quickly, it can be easily retrieved using the copy function in the app.

c. Instant Payment

In order not to have to wait any longer for the payment of the own invoice, the User has the option to have the amount paid out directly via the Instant Payment function ("**Instant Payment**") instead of sending the invoice. The Instant Payment function is provided by a third party. Moojo will act in this regard only as an intermediary for the services of the third party. To use the function Instant

Payment, you must conclude a separate usage agreement with the third-party provider. Moojo is not responsible for the services of the third party.

4. Availability

Moojo endeavors to make the app available seven days a week, taking into account maintenance and repair work. However, no permanent availability of the app can be guaranteed. Moojo can limit or completely stop the availability of the app at any time, especially if this is necessary with regard to capacity limits, the security or integrity of the servers or to carry out technical maintenance and repair work.

5. Unauthorized use

a. You may only use the app for the purposes stated above. You must refrain from any improper or illegal use of the App. You may not manipulate, modify or edit the App.

b. You must not bypass or attempt to bypass any security features of the app.

c. You may not upload or process content in the App that violates any applicable laws.

d. You may not use the app to send SPAM or other unsolicited messages.

e. Moojo is entitled to block your access to the app without prior warning and without setting a deadline if you do not use the app in accordance with the contract.

6. Rights of use, open source

a. Moojo is entitled to all rights to the app. You receive from Moojo the free, non-exclusive, non-transferable and non-sublicensable right to use the app in accordance with these GTC.

b. For information about the use of third-party components in the app and the applicable license terms in each case, see the open source license notes in the app.

7. Feedback

Moojo depends on your feedback to further optimize the app. If you provide Moojo with feedback on the app (e.g. suggestions for improvement, design notes, error messages), you grant Moojo free, exclusive, temporally and spatially unrestricted usage rights to it, so that Moojo can use the feedback to improve the app and its services without restriction.

8. Your responsibility

a. You are responsible for the accuracy and timeliness of the data you enter in the app.

b. You must ensure that your access data is not used by third parties.

c. You indemnify Moojo against all third party claims brought against Moojo as a result of your misuse of the App.

9. Data protection, data use

As far as personal data are collected and processed, this is done exclusively as described in the privacy policy. You grant Moojo the non-exclusive, transferable and sublicensable right of use, unlimited in time and content, to other data, in particular technical data, which either has no personal reference or whose personal reference has been removed (anonymized data). Moojo is particularly entitled to evaluate anonymized data for product improvement or to distribute it to third parties for other purposes.

10. Warranty

a. Moojo strives for a smooth operation of the app, in particular to reflect the offer in the app up to date and correct in content. However, a guarantee for the completeness, accuracy, timeliness and constant availability of the app can not be assumed.

b. Since the App is provided to the User free of charge, any liability for defects with respect to the App is excluded except in case of intent or fraudulent concealment of a defect.

11. Liability

a. If Moojo has to pay due to the legal regulations for a damage which was caused by slight negligence, Moojo is liable limited. The liability exists in this case only with injury of contract-substantial obligations. This liability is also limited to the typical damage foreseeable at the time of conclusion of the contract.

b. Insofar as the service is provided free of charge, the liability of Moojo is limited to intent and gross negligence.

c. Excluded is the personal liability of legal representatives, agents and employees Moojo for damage caused by them through ordinary negligence.

d. The limitations of liability of this paragraph do not apply in case of injury to life, body or health. Regardless of any fault of Moojo, any liability in case of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and under the Product Liability Act remains unaffected.

12. Changes to the GTC and the scope of functions of the app

a. Moojo reserves the right to change the GTC in a way that is reasonable for you and only with effect for the future. You will be expressly notified of a change to the GTC via the app. For you, the current version of the GTC always applies.

b. Furthermore, Moojo reserves the right, at its own discretion, to expand or shorten the scope of services of the app at any time, to change functionalities or to discontinue the offer.

13. Contract term, termination

a. The contract on the use of the App and the use of the Services is valid for an indefinite period of time and may be terminated by either party at any time without notice.

b. The termination must be in text form (e-mail is sufficient).

14. Place of jurisdiction, applicable law

a. The exclusive place of jurisdiction for all claims arising from or in connection with the App is Berlin, Germany.

b. All disputes arising from or in connection with the App and these GTC shall be governed exclusively by the laws of the Federal Republic of Germany; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15. Severability clause

Should individual provisions of the above GTC be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions that come as close as possible to the economic purpose of the contract while reasonably safeguarding the interests of both parties.