

# General Terms and Conditions (GTC) of the Checkerly App

## 1. Scope and Contracting Parties

These General Terms and Conditions (hereinafter "GTC") govern the use of the mobile application "Checkerly" and all related services.

### **The App is operated by:**

Checkerly e.U

Adresse: Eisenstädterstraße 15 / 7100 Neusiedl am See

Email: mathias.kugler@checkerly.eu

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Users within the meaning of these GTC are all natural and legal persons who download, install and/or use the App (hereinafter "User").

By downloading, installing and/or using the App, the User agrees to the validity of these GTC.

If the User does not agree with these GTC, the use of the App is prohibited.

## 2. Registration and User Account

**2.1.** The use of certain functions of the App, in particular the mediation of "Checkers" and "Seekers", requires prior registration and the creation of a user account.

**2.2.** The User assures that all data provided during registration is truthful and complete.

The User is obliged to keep his data up to date at all times.

**2.3.** The User is responsible for keeping his access data (username, password) confidential and must protect it from third-party access. He is liable for all activities that occur under his user account.

**2.4.** The Provider reserves the right to refuse a User's registration without stating reasons or to suspend or terminate a user account in the event of violations of these GTC or applicable law. The User can delete his account at any time.

### **3. Usage Rights and User Obligations**

**3.1.** The Provider grants the User a simple, non-transferable and non-sublicensable right to use the App for personal and non-commercial purposes.

**3.2.** The User is obliged to use the App exclusively within the framework of applicable laws and these GTC. In particular, the User is prohibited from:

- \* decompiling, disassembling or reverse engineering the App;
- \* manipulating the App or attempting to circumvent security mechanisms;
- \* copying, distributing or making publicly accessible content or data accessible via the App without permission;
- \* using the App for illegal or fraudulent purposes;
- \* harassing, insulting, threatening or violating the rights of other users;
- \* sending spam or unsolicited advertising via the App.

**3.3.** The User is solely responsible for all content that he publishes or transmits in the

App. He ensures that this content does not violate the rights of third parties (e.g. copyright, trademark or personal rights) and does not violate applicable law.

### **4. App Services and Monetization**

**4.1.** The "Checkerly" App serves as a mediation platform that enables "Seekers" (buyers) to find "Checkers" who live in a specific city or region and can inspect products (e.g., cars, electronic devices) on site when the distance is too great for the Seeker.

**4.2.** The Provider merely provides the technical infrastructure to connect Seekers and Checkers. The contract for the product inspection is concluded exclusively between the Seeker and the Checker. The Provider is neither a contracting party to the inspection service nor responsible for its proper performance.

**4.3.** For the successful mediation and use of the platform, the Provider charges a mediation fee of 6% of the agreed sum between the Seeker and the Checker for the inspection service. This fee is retained by the Provider directly from the agreed sum before payment is made to the Checker.

**4.4.** Payment processing is carried out via a third-party payment service provider. The User agrees to the terms and conditions of this payment service provider. The Provider is not responsible for errors or problems in payment processing that are within the responsibility of the payment service provider.

**4.5.** The Provider reserves the right to change the amount of the mediation fee as well as the services offered and their prices at any time. Users will be informed of changes in good time before they come into effect.

## **5. Liability**

**5.1.** The Provider is liable without limitation for damages resulting from injury to life, limb or health based on a breach of duty by the Provider, its legal representatives or vicarious agents, as well as for damages caused by intent or gross negligence on the part of the Provider, its legal representatives or vicarious agents.

**5.2.** In the event of slight negligence, the Provider shall only be liable for the breach of an essential contractual obligation (cardinal obligation), the fulfillment of which is essential for the proper execution of the contract and on the observance of which the User may regularly rely. In these cases, liability is limited to the foreseeable damage typical for the contract.

**5.3.** Any further liability of the Provider is excluded. This applies in particular to damages caused by technical malfunctions, failures or interruptions of the App that are beyond the Provider's control, as well as to damages caused by the use of the services provided by the Checkers. The Provider is merely an intermediary and is not responsible for the quality, accuracy or completeness of the services provided by the Checkers.

**5.4.** The User indemnifies the Provider against all claims by third parties arising from a violation of their rights by content posted by the User in the App or by the User's use of the App.

## **6. Data Protection**

The collection, processing and use of personal data by the Provider takes place in accordance with the separate privacy policy. The User agrees to the collection, processing and use of his personal data in accordance with the privacy policy.

## **7. Changes to the GTC**

**7.1.** The Provider reserves the right to change or supplement these GTC at any time with effect for the future, provided that this is necessary for valid reasons (e.g. changes in law, changes in case law, technical developments of the App) and does not unreasonably disadvantage the User.

**7.2.** The User will be informed of changes to the GTC in good time, at least [2] weeks before the planned effective date, by e-mail or by an in-app notification. The notification will contain a reference to the amended provisions and the possibility to object.

**7.3.** If the User does not object to the amended GTC within [2] weeks after receipt of the notification, the amended GTC shall be deemed accepted. The User will be specifically informed of this legal consequence in the change notification.

If the User objects in due time, the Provider is entitled to terminate the contractual relationship with the User with due notice.

## **8. Final Provisions**

**8.1.** The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

**8.2.** If the User is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with these GTC shall be the Provider's registered office.

**8.3.** Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective that the contracting parties pursued with the invalid or unenforceable provision.

**Stand: 03.Oktober 2025**