

Our General Terms and Conditions

1. Scope and subject of contract

- 1.1. These Contract Terms apply to the purchase and use of the software offered by MeisterLabs GmbH, Zugspitzstrasse 2, 85591 Vaterstetten, Germany ("MeisterLabs"), on the websites 'www.mindmeister.com', 'www.meistertask.com' and 'www.meisternote.com' (together "Websites") ("Contract Terms").
- 1.2. The software is operated by MeisterLabs as a web-based SaaS, respectively as a cloud solution. This allows you to use the software stored and operating on the servers of MeisterLabs or a service provider commissioned by MeisterLabs via an internet connection and browser access for your own purposes during the term of this contract and to store and process your data with the help of the software.
- 1.3. These Contract Terms apply both to entrepreneurs pursuant to § 14 BGB (German Civil Code) and to consumers pursuant to § 13 BGB. A consumer is every natural person who enters into a legal transaction for purposes that are predominantly attributed neither to his or her commercial nor to his or her independent professional activity. The following supplementary conditions apply to consumers: [Additional Terms and Conditions for Consumers](#). The MeisterLabs offer is not directly aimed at minors who have not yet reached the age of eighteen. In this respect, we assume that minors will only use our software with the consent and under the guidance of their legal guardian.
- 1.4. These Contract Terms apply exclusively. Your Contract Terms shall not apply. Counter confirmation from you with reference to your own Contract Terms are expressly rejected.
- 1.5. You agree to the validity of these Contract Terms with the submission of your order and your registration as a user on one of the websites by clicking on a corresponding button.
- 1.6. These Contract Terms also apply to future contractual relationships.
- 1.7. You can access and print out as well as download and save these Contract Terms at any time, even after conclusion of the contract, on one of our websites under the link "GTC".

2. Registration, Assurances on Registration, Conclusion of Contract

- 2.1. In order to use our services, you must first register on one of the websites. You may only register once and only create one user profile. You may not use pseudonyms or artistic names. Registration is free of charge.
- 2.2. By completing your registration, you are making an offer to enter into a contract of use and you warrant that all data provided by you during registration is true and complete. You are obliged to notify us immediately of any changes in your registration data. The contract of use concluded by this registration includes the use of the "Free Version" of the software within the meaning of clause 3.1.
- 2.3. MeisterLabs accepts this offer by activating the user account for the services. Through this acceptance, the contract between you and us comes into effect.
- 2.4. If and to the extent that you provide personal data (e.g. personalised email addresses) of one or more users during the registration process in order to obtain the desired number of licences, you expressly agree to electronically conclude our [standard contract for commissioned processing](#) pursuant to Art. 28 (3) of the European General Data Protection Regulation ("GDPR") as part of the registration process in addition to these Contract Terms.
- 2.5. Insofar as you do not use the software yourself as a natural person, only such persons may be authorised to use the software who stand in relation to you with contracts of service, employment or apprenticeship at the time the contract is concluded. Direct or indirect use by other persons is not permitted. You warrant that you have obliged each user to comply with these contractual terms and conditions and in this respect indemnify MeisterLabs against all claims in accordance with the provision in section 6.7.
- 2.6. If you register your user account using an email address which is owned or controlled by a legal entity ("Legal Entity"), e.g. your employer, you represent and warrant that you have the authority to register on behalf of that Legal Entity. You further acknowledge that in this case your user account and all associated account data (e.g. mindmaps, projects, tasks, notes, any



other uploaded content) belong to the Legal Entity, and not you personally. As such, MeisterLabs may allow the Legal Entity to control or fully take over your user account. This means that the Legal Entity is in particular able to (i) access, disclose, transfer, restrict or remove information and data from your user account, and (ii) restrict or deactivate your access to your user account.

- 2.7. You are obliged to keep the password chosen by you during registration as well as the other access data secret and to ensure that any persons authorised by you to whom access data is made available also do so. MeisterLabs will not ask you for your password at any time except when using the software. MeisterLabs is entitled to block access to the software temporarily or permanently in case of objective evidence of unauthorized access (e.g. by an external third party or an unregistered user with the log in data of another registered user). MeisterLabs will inform you about the blocking in a timely manner, stating the reasons on which the blocking is based on.
- 2.8. By presenting and advertising products and services on our websites, we do not make any binding offer to sell specific products or services. If you wish to purchase paid versions of the software (i.e. "paid versions" within the meaning of section 3.1), you can start the initially non-binding ordering process by clicking on the "Buy now" button. As far as provided for the respective paid version, you can specify in the next step for how many users a right to the respective paid version is to be acquired. Before completing the ordering process, you can correct your order at any time by using the correction aids provided and explained for this purpose in the ordering process. By clicking the button "[Complete order / Order with obligation to pay]" you place a binding order for the previously selected software version. Confirmation of receipt of your order will be sent by e-mail immediately after you have sent the order.

The point in time at which the contract with us comes into effect depends on the payment method you have chosen:

Credit card

When you place your order, you simultaneously transmit your credit card details to us. After your legitimation as a legally entitled cardholder, we request your credit card company to initiate the payment transaction and thereby accept your offer.

PayPal

During the ordering process you will be redirected to the website of the online provider PayPal. There you can enter your payment details and confirm the payment instruction to PayPal. After placing the order in the shop, we request PayPal to initiate the payment transaction and thereby accept your offer.

3. Usage Variants, Prices, Price Changes and Terms of Payment

- 3.1. MeisterLabs offers registered users two versions of use on its websites:
 - a) a free version, which is functional but limited ("free version") and
 - b) several paid versions with additional functions ("paid version").
- 3.2. Details on fees for the individual paid versions can be found on the web pages in the "Prices" section. The prices stated there are binding and are exclusive of the applicable statutory tax. Each fee is due for payment upon conclusion of the contract for the entire term. The fee will be adjusted accordingly for each use of the software exceeding the contractually agreed scope ("Overuse") in accordance with the prices in the Prices section (or the individually agreed prices determined in a written sales order, if any) automatically and without the need for a separate information by MeisterLabs. The corresponding remuneration shall accrue from the time the overuse occurs. If the time of the overuse cannot exactly be determined retroactively, MeisterLabs shall be entitled to determine the point in time at its reasonable discretion and taking into account all circumstances of the individual case. The Customer is at liberty to provide evidence of a later start of the overuse.
- 3.3. You can pay by means of the debit procedures offered on the websites, in particular the accepted credit cards, or by means of the online payment procedures offered. If a charge cannot be collected, you shall bear all costs arising therefrom, in particular bank charges in connection with the return of direct debits and comparable charges, to the extent that you are responsible for the event which led to fees being incurred.
- 3.4. MeisterLabs will send you the invoice for the fees paid by e-mail.

4. Type and Scope of the Service

- 4.1. MeisterLabs provides you with the software in its respective current version for use at the router point of the data centre in which the server with the software is located ("delivery point"). The software, the computing power required for the operation of the software in the data centre and the storage and data processing space required for this are provided by MeisterLabs. However, MeisterLabs is not obliged to ensure the establishment and maintenance of the data connection between your systems and the described delivery point.
- 4.2. MeisterLabs grants you the non-exclusive, non-transferable right of use, limited to the duration of the contract, to use the software for your own purposes, to store and process your data with the aid of the software, to load the user interface of the software for display on the screen into the main memory of the end devices used for this purpose in accordance with the agreement and to make the resulting copies of the user interface.
- 4.3. The contractually agreed service may not be made available to third parties unless this has been expressly agreed by the parties.

5. Availability and Changes of the software

- 5.1. MeisterLabs will enable the use of the software within the framework of the proven state of the art and will endeavour to ensure the greatest possible availability. MeisterLabs reserves the right to temporarily restrict access to or use of the Software in whole or in part if this is necessary with regard to capacity limits, the security or integrity of the servers or for the implementation of technical measures and this serves the proper or improved provision of the services (e.g. during maintenance work, updates, upgrades). MeisterLabs will provide you with updates during the term of the Agreement that are necessary to maintain the Software in compliance with the Agreement and will provide you with reasonable notice of such updates. Beyond that, MeisterLabs is not obliged to provide updates or upgrades for the Software or to adapt the Software in any other way to any changes in hardware and/or software (in particular operating systems or web browsers).
- 5.2. MeisterLabs draws your attention to the fact that restrictions or impairments of the services provided may arise that are beyond the control of MeisterLabs. This includes, in particular, actions by third parties not acting on behalf of MeisterLabs, technical conditions of the Internet that MeisterLabs cannot influence and force majeure. The hardware, software and technical infrastructure used by you may also have an influence on the services. Insofar as such circumstances have an influence on the availability or functionality of the service provided by MeisterLabs, this shall have no effect on the contractual conformity of the services provided.
- 5.3. You are obliged to notify MeisterLabs immediately and as precisely as possible of any functional outages, disruptions or impairments of the software. If you fail to do so, § 536c BGB (German Civil Code) shall apply accordingly.
- 5.4. MeisterLabs is entitled to further develop and modify the Software, provided that such further development or modification (i) is necessary for MeisterLabs to comply with mandatory legal requirements, (ii) merely means an adaptation to the respective proven or current state of the art or (iii) does not go beyond what is commercially available and reasonable for you in the case of comparable software, i.e. does not disappoint your legitimate expectation of continuing to use essential available functions of the Software.

6. Obligations of you as a user; granting of rights by you

- 6.1. In order to use the software, the system requirements resulting from the product description must be met by you; you are responsible for this yourself. The product description can be accessed at any time at [MeisterTask](#), [MindMeister](#) and [MeisterNote](#). The use of the software requires a sufficient Internet connection, which you must provide yourself. Offline use of the software is not possible.
- 6.2. The proper and regular backup of your data is exclusively your responsibility. This also applies to documents (e.g. invoices) provided by MeisterLabs in the course of contract execution.
- 6.3. Insofar as you entrust MeisterLabs with protected content (e.g. graphics, brands and other copyright and/or trademark protected contents within the scope of the use of the Software), you grant MeisterLabs all rights necessary for the performance of the contract. This includes, in particular, the right to make the corresponding contents accessible to other users, if necessary, within the framework of the execution of the contract. In this respect, you warrant that you own all necessary rights to materials provided in order to grant MeisterLabs the corresponding rights.

- 6.4. You are obliged to observe the applicable laws and the rights of third parties when using the content and services on the websites. In particular, you are prohibited from,
- using offensive or defamatory content, regardless of whether this content concerns other users, MeisterLabs employees
 - or other persons or companies,
 - using pornographic content or content that violates youth protection laws or advertise, offer or distribute pornographic products or products that violate youth protection laws,
 - harassing other users unreasonably (in particular through spam) (cf. also § 7 Law against Unfair Competition - UWG),
 - using content protected by law (e.g. by copyright, trademark, patent, design or utility model law) without being entitled to do so, or from advertising, offering or distributing goods or services protected by law, as well as
 - engaging in or promoting actions in contravention of competition rules, including progressive canvassing (such as chain, snowball or pyramid schemes).
- 6.5. In addition, you are also prohibited from the following actions:
- Use any mechanisms, software or scripts in connection with the use of the Websites. However, you may use the interfaces or software provided to you as part of the services offered on our websites.
 - Blocking, overwriting, modifying, copying, unless this is necessary for the proper use of the services of the websites. (For example, copying by means of "robot/crawler" search engine technologies is not necessary for the proper use of our services and is therefore expressly prohibited).
 - Sharing of your user account or allowing users to share their user accounts.
 - Distribution and public reproduction of content from the websites or from other users.
 - Any action that is likely to impair the functionality of the MeisterLabs infrastructure, in particular to place an excessive load on it.
- 6.6. If the rights of third parties or legal requirements are violated by the content posted by you or by your use of the services, you will immediately cease the use that is contrary to the contract and / or the law.
- 6.7. You will indemnify MeisterLabs against all claims, including claims for damages, brought by other users or other third parties against MeisterLabs for infringement of their rights by (i) content posted by you, or (ii) use of the Software by you. You will pay all reasonable costs incurred by us as a result of any infringement of third party rights, including reasonable costs incurred for legal defense. The foregoing obligation under this clause 6.7 shall not apply to the extent that MeisterLabs is responsible for the infringement. All further rights as well as claims for damages of MeisterLabs remain unaffected.
- 6.8. If we become aware of (illegal) content uploaded by you that gives rise to the suspicion that a criminal offence is taking place or is likely to take place that poses a threat to the life or safety of one or more persons, we are obliged to immediately inform the relevant law enforcement or judicial authorities of this suspicion and to provide them with all available relevant information.

7. Information about illegal content by users

- 7.1. If you notice any use of the websites (including the use of pseudonyms or deceptive identities) that is contrary to the law or to the terms of the contract, please inform us using the reporting form available [here](#) on our website.
- 7.2. If you file a report, the report shall contain at least: (i) a sufficiently substantiated explanation of why you consider the respective content to be illegal or infringing, (ii) a clear indication of the electronic storage of the content (e.g. URL-address), and (iii) a declaration that you are convinced in good faith that the information and statements within your report are correct and complete.
- 7.3. If we become aware that such reports are repeatedly made against good faith and on the basis of incorrect or incomplete information, despite prior warning, we are entitled to suspend the processing of such incoming reports for a certain period of time. Whether the processing of reports is actually suspended and for how long depends on various factors. In particular, the type and severity of the abusive reports (e.g. multiple reports of the same content without new information after it has already been confirmed that we cannot clearly assess the content as illegal or infringing), any previous abusive reports by the reporting person or entity and - as far as can be determined - the intention of the reporting person or entity.

8. Customer service and support

- 8.1. You can submit questions and clarifications about your contract or about the software and services from us at any time via the contact form available on all our websites or by email to MeisterLabs.

9. Warranty

- 9.1. You must notify MeisterLabs of any defects in the software immediately and in writing. The written notice of defect must describe the defect and the corresponding data processing environment as precisely as possible.
- 9.2. In principle, the statutory regulations on warranty in tenancy agreements apply. Sections 536b BGB (knowledge of the tenant of the defect upon conclusion of the contract or acceptance), 536c BGB (defects occurring during the lease period; notification of defects by the tenant) apply. The strict liability for defects existing at the time of conclusion of the contract pursuant to Section 536a (1) BGB (Landlord's liability for damages) is excluded.
- 9.3. Warranty rights do not exist if the defect of the software has arisen due to an inadmissible, unsuitable or improper treatment or use of the software by you or due to a modification to the software not authorized by MeisterLabs.

10. Liability of MeisterLabs

- 10.1. MeisterLabs shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence, in the event of culpable injury to life, physical integrity or health, in the event of the assumption of a guarantee and in the event of liability under the Product Liability Act.
- 10.2. In all other cases MeisterLabs is only liable in the case of simple negligent breach of an essential contractual obligation, i.e. such a contractual obligation, for which fulfilment is strictly necessary for proper execution of the contract in the first place and whose compliance may regularly be relied upon by the customer; this is limited to the compensation of the foreseeable and typical damage. In all other cases, the liability of MeisterLabs is excluded.
- 10.3. If you suffer damage as a result of the loss of data, MeisterLabs shall not be liable for this insofar as the damage would have been avoided if you had made a regular and complete backup of all relevant data. You will carry out a regular and complete data backup yourself or have it carried out by a third party and are solely responsible for this.

11. Termination of the contract

- 11.1. The contract for the free version of the software runs for an indefinite period. You may terminate this contract at any time without giving reasons or term of notice. Please send us your notice of termination using the contact form accessible from any page on the websites and include your user name and email address registered on our websites. Alternatively, you can cancel your contract under Subscription in the account area.
- 11.2. The contract for the paid versions of the software is concluded as a subscription contract with a fixed minimum usage period of, for example, six or twelve months. The length of the minimum usage period is determined in the ordering process. Subject to the provision to the contrary for consumers in section 13.1 of these contractual terms and conditions, the subscription contract for the paid version shall be extended after expiry of the minimum usage period by a period corresponding to the minimum usage period, unless the contract is terminated beforehand in due time. The Paid Version Subscription Agreement may be terminated by you or MeisterLabs without cause upon thirty (30) days' notice to expire at the end of the Minimum Usage Period booked in the ordering process or at the end of any renewal period thereafter. For consumers, clause 13.1 applies in addition. The termination can be declared via e-mail and to MeisterLabs also by using the contact form accessible from any page on the websites. The user name and the e-mail address registered on the websites must be stated when giving notice of termination.
- 11.3. The right of both parties to terminate the license agreement for the software for important reasons shall remain unaffected. An important reason for termination exists in particular if the continuation of the contractual relationship until the expiry of the statutory notice period is unreasonable for the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties. The following events in particular may constitute important reasons:
- non-compliance with legal requirements by you;
 - breach of contractual obligations, in particular from clause 4 of these contractual conditions;



- the reputation of the services offered by MeisterLabs is impaired, not only to an insignificant extent, by you;
- you promote associations, communities, methods or activities that are monitored by security or youth protection Authorities;
- you are harming one or several other users;
- you are a member of a sect or a controversial religious community.

11.4. In the event of an important reason, MeisterLabs may also impose the following sanctions on you irrespective of termination:

- deletion of illegal or infringing content that you have uploaded;
- issue of a warning;
- (temporary) disabling of certain functions of the services offered by MeisterLabs;
- (temporary) blocking of access to the services offered by MeisterLabs until a detected infringement is remedied by you.

11.5. MeisterLabs will notify you without undue delay of any sanctions imposed against you according to clause 11.3. and 11.4. and also inform you about your possibilities to file a complaint within our internal complaint system.

11.6. MeisterLabs may also terminate the license agreement for the software without notice, if you object to the commissioning or modification of a subcontractor in the context of the processing of personal data carried out by MeisterLabs in accordance with Art. 28 GDPR within the objection period of 2 weeks as stated in the standard contract for the commissioned processing of personal data.

12. Final provisions

- 12.1. Amendments and supplements to these contractual terms and conditions must be made in writing. This also applies in particular to a waiver of this written form requirement.
- 12.2. Should individual provisions of these contractual terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with one that comes as close as possible to the economic intent of the invalid provision in a legally permissible manner. The same shall apply in the event of any gaps in the agreement.
- 12.3. MeisterLabs reserves the right to propose a change to these contract terms to you at any time. We will provide you with the proposed changes to these terms in text form (e.g. by email) at least 14 days before the proposed effective date. For (i) non-material changes to the terms that do not affect material provisions of these terms (e.g., provisions relating to the nature and scope of the services provided by MeisterLabs), and (ii) changes required by a change in law, a final court decision or a binding order of a competent authority, your consent will be deemed given if your rejection is not notified to MeisterLabs in text form before the proposed effective date of the changes. If you do not agree with the changes, you may notify MeisterLabs of your disapproval of the changes up to the proposed effective date. The amended GTC will also be published on the websites.
- 12.4. Unless otherwise agreed, you can send all declarations to MeisterLabs in any case by e-mail, using the contact form accessible from any of our websites. MeisterLabs, in return, may send statements to you by email or letter to the addresses you have provided as current contact information in your user account.
- 12.5. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. If you are a consumer and have your habitual residence in another country at the time of the conclusion of the contract, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.
- 12.6. If you are a merchant, the exclusive place of jurisdiction is Munich. Otherwise, the applicable statutory provisions shall apply for local and international jurisdiction.

ADDITIONAL CONDITIONS FOR CONSUMERS

The following terms and conditions apply only to consumers. In the event of contradictions with the other contractual conditions, the provisions of this section shall prevail.

13. Term and terms of payment for consumer transactions

- 13.1. Insofar as you conclude the user contract for the paid version as a consumer, notwithstanding clause 11.2, this contract shall be extended after the expiry of the minimum usage period for an indefinite period. In this case, you can cancel the paid version at any time after the minimum usage period, booked in the ordering process, has expired with a notice period of one (1) month.
- 13.2. In deviation from the provision in clause 3.2 of these contract terms, the fees for consumer transactions are collected from the consumer on a monthly basis after expiry of the initial contract term and automatic renewal of the contract.

14. Notice of right of revocation

- 14.1. Right of revocation:
As a consumer, you have the right to revoke this contract within 14 days without giving any reasons. The revocation period begins on the day of the conclusion of the contract; we expressly refer to the regulations on the exclusion of the right of revocation for digital content - see section 14.3 below. To comply with the revocation period, it is sufficient to send a clear declaration of your decision to revoke this contract to MeisterLabs GmbH, Zugspitzstrasse 2 in 85591 Vaterstetten, Germany, in good time. You can also make this declaration via the contact form accessible from any of our websites or by e-mail or telephone. You will find our telephone number and e-mail address in the imprint on each of our websites.
- 14.2. Consequences of revocation:
In the event of an effective revocation of a paid version, the services received by both parties must be returned immediately, but no later than within 14 days, and any benefits derived (e.g. interest) must be surrendered. If you are unable to return the received services to MeisterLabs or are only able to return them in part or in a deteriorated condition, you may have to compensate MeisterLabs for the loss of value. You must fulfill any obligations to refund payments within 30 days of sending your notice of revocation.
- 14.3. Premature expiry of the right of withdrawal:
In the case of a contract for the supply of digital contents which are not stored on physical data media, your right of revocation shall expire once we have commenced performance of the contract where you
 1. have expressly agreed that we may commence performance of the contract before the expiry of the revocation period, and
 2. you have confirmed that you are aware that with this consent you lose your right of revocation upon our beginning of performance under this contract

15. Online dispute resolution for consumers

For our customers who are consumers, the European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://www.ec.europa.eu/consumers/odr>. You can find our e-mail address in our imprint. We are neither obliged nor willing to participate in the dispute resolution procedure.