

Terms and Conditions

for the use of SmoovOps, provided by Northwood UG (haftungsbeschränkt)

§ 1 Scope

(1) These Terms and Conditions ("Terms") apply to all agreements between Northwood UG (haftungsbeschränkt), Lübener Weg 35, 13407 Berlin, Germany ("Northwood", "we") and its customers ("Customer") regarding the use of the software-as-a-service application "SmoovOps" (the "Service").

(2) **SmoovOps is intended exclusively for business users** ("Unternehmer" within the meaning of Sec. 14 of the German Civil Code, BGB) — i.e., natural or legal persons or partnerships with legal capacity acting in the exercise of a commercial or independent professional activity when concluding the contract (including freelancers, self-employed professionals, and small businesses). The Service is not intended for consumers within the meaning of Sec. 13 BGB.

(3) Conflicting terms or terms deviating from these Terms proposed by the Customer do not become part of the contract unless we expressly agree to their applicability in writing.

(4) Individual agreements with specific customers (e.g. a separate Data Processing Agreement) take precedence over these Terms.

§ 2 Subject Matter

(1) Northwood provides the Customer with a software-as-a-service solution accessible via the internet, enabling customers to organize their business processes around contact management (Partners), a product catalogue, contracts, documents (including invoices, offers, delivery notes, letters, and receipts), notes, payments, and reporting (Dashboard).

(2) The specific scope of features results from the current service description on the SmoovOps website or the Customer's selected plan. We are entitled to adjust the scope of features as part of ongoing development of the Service, provided this is reasonable for the Customer and does not materially reduce the contractually agreed core functionality.

(3) SmoovOps supports customers in creating invoices, including with respect to format requirements such as XRechnung/ZUGFeRD. **Northwood does not provide tax or legal advice.** Responsibility for the accuracy and completeness of content and for compliance with tax, commercial, and other statutory requirements (including GoBD and retention obligations) lies with the Customer. We recommend seeking tax or legal advice where needed.

§ 3 Conclusion of Contract and Registration

(1) Use of SmoovOps requires registration. By completing registration, the Customer submits a binding offer to conclude a usage agreement.

(2) The contract is concluded once we accept the registration by activating the account or sending a confirmation. There is no entitlement to conclusion of a contract; we may decline registrations without giving reasons, in particular where there are indications of abusive use or use as a consumer.

(3) The Customer warrants that all information provided during registration is truthful and complete, and undertakes to update it promptly in the event of changes.

(4) By registering, the Customer confirms that they are using SmoovOps in the course of their commercial or independent professional activity (§ 1(2)).

§ 4 Prices, Plans, and Payment Terms

(1) SmooVops is available under a free base plan limited to a usage value of up to €25/month. Details on the scope of features and usage limits of each plan are set out in the current pricing overview at www.smooovops.com/en/pricing.

(2) Paid plans are billed at the prices displayed at the time of contract conclusion or upgrade. Unless stated otherwise, all prices are exclusive of applicable statutory VAT.

(3) Billing occurs, at the Customer's choice, either monthly or annually in advance, via credit card or SEPA direct debit. Details on payment processing are set out in our Privacy Policy.

(4) Price changes to paid plans will be communicated to the Customer in text form at least 4 weeks before taking effect. If the Customer does not object before the effective date, the price change is deemed accepted; we will separately note the right to object and the consequences of silence in the notification. In the event of an objection, both parties are entitled to terminate the affected plan as of the effective date of the price change.

§ 5 Rights of Use

(1) For the duration of the contract, Northwood grants the Customer a simple, non-transferable, non-sublicensable right to use SmooVops to the contractually agreed extent for its own business purposes.

(2) Sharing access credentials with third parties outside the Customer's organization, and using SmooVops to provide services to third parties (e.g. as a white-label solution), is not permitted without our prior written consent, unless the respective plan expressly provides for multiple user accounts or team members.

(3) All rights to the SmooVops software, its structure, and design remain with Northwood or the respective rights holders. The Customer receives no rights beyond the right of use, and in particular no rights to the source code.

§ 6 Customer Obligations

(1) The Customer is obligated to keep their access credentials confidential and protect them from access by third parties. Northwood must be notified immediately in the event of suspected misuse.

(2) The Customer is responsible for all actions taken through their account and for the data and content entered into SmooVops. The Customer warrants not to upload unlawful content and not to infringe third-party rights (e.g. copyright or data protection rights).

(3) Where the Customer processes third parties' personal data (e.g. that of their own customers) within SmooVops, the Customer is the data protection controller for that data. Details of Northwood's processing on the Customer's behalf are governed by a separately concluded Data Processing Agreement (DPA).

(4) The Customer must not use SmooVops in a way that impairs the availability or security of the Service for other users, in particular not through automated bulk access outside the API interface provided by Northwood.

(5) Where the selected plan provides access via the SmooVops API using personal API tokens, the confidentiality obligations under paragraph 1 apply equally to those tokens. The Customer is responsible for all access made through their API tokens and may revoke tokens at any time via the account settings.

§ 7 Availability of the Service

(1) We strive to maintain high availability of SmooVops but cannot guarantee uninterrupted availability. Maintenance work that temporarily affects availability will be announced with reasonable notice where possible.

(2) For paid plans, we target an average annual availability of 99%, measured by the Service's reachability over the internet.

(3) Due to SmoovOps's offline-capable architecture, customers may continue to use certain features on a limited basis without an internet connection; data is synced with our servers once a connection is re-established.

§ 8 Data Backup and Export

(1) Northwood takes appropriate technical and organizational measures to secure data stored on its servers. This does not constitute a guarantee of complete and continuous retention of all data.

(2) The Customer is responsible for regularly backing up their business-critical data independently, in particular using the export functions provided by SmoovOps (CSV, Excel, ODS).

(3) Upon termination of the contract, we will provide the Customer with the ability to export their data for a period of 30 days after termination. After this period, we are entitled to delete the Customer's data, unless statutory retention obligations require otherwise.

§ 9 Term and Termination

(1) The free base plan may be terminated by the Customer at any time without notice, e.g. by deleting the account in the account settings.

(2) Under monthly billing, the paid plan runs for an indefinite term with monthly renewal. Under annual billing, the plan runs for a term of twelve months from the start of the contract or its renewal and automatically renews for successive twelve-month terms unless terminated in time. In either case, the plan may be terminated by either party with 30 days' notice to the end of the respective billing period or contract term.

(3) The right of either party to terminate for good cause remains unaffected. Good cause exists for Northwood in particular where the Customer materially breaches obligations under § 6 and continues to do so despite a warning.

(4) Terminations must be made in text form (e.g. email) or via the corresponding function in the customer account.

§ 10 Warranty

(1) Northwood warrants that, during the contract term, SmoovOps will substantially provide the features set out in the applicable service description.

(2) In the event of defects that more than insignificantly impair the fitness of SmoovOps for contractual use, Northwood will provide a remedy within a reasonable period, in particular through rectification.

(3) For the free base plan, statutory warranty rights apply only to a limited extent, to the extent legally permissible, as no exchange of paid services takes place.

§ 11 Liability

(1) Northwood's liability is unlimited for intent and gross negligence, under the German Product Liability Act, and for damages resulting from injury to life, body, or health.

(2) For damages caused by slight negligence, Northwood is liable only for breach of a material contractual obligation (cardinal obligation) — one whose fulfillment is essential to the proper performance of the contract and on whose observance the Customer may regularly rely. In this case, liability is limited to the foreseeable damage typical for this type of contract at the time the contract was concluded.

(3) Liability for indirect damages, loss of profit, and loss of data is excluded, insofar as such loss could have been avoided through appropriate data backup measures taken by the Customer under § 8.

(4) Any further liability of Northwood is excluded. The above limitations of liability also apply in favor of Northwood's legal representatives and vicarious agents.

§ 12 Indemnification

The Customer indemnifies Northwood against all third-party claims asserted against Northwood arising from unlawful use of SmoovOps by the Customer or from data and content entered by the Customer into SmoovOps, including reasonable legal defense costs. This does not apply insofar as the Customer is not responsible for the infringement.

§ 13 Confidentiality

Both parties undertake to treat as confidential all confidential information obtained from the other party in the course of performing the contract, and not to disclose it to third parties, unless a statutory disclosure obligation exists.

§ 14 Changes to These Terms

(1) Northwood is entitled to change these Terms with future effect, insofar as this is necessary to adapt to changes in the legal situation, technical developments, or changed market conditions, and the change is reasonable for the Customer.

(2) Changes will be communicated to the Customer in text form at least 4 weeks before taking effect. If the Customer does not object before the effective date, the amended Terms are deemed accepted; we will separately note the right to object and the consequences of silence in the notification.

§ 15 Final Provisions

(1) These Terms are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Berlin, insofar as the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law.

(3) Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions remains unaffected.

(4) Our Imprint (www.smoovops.com/en/imprint) and Privacy Policy (www.smoovops.com/en/privacy) apply in addition.