Terms of Service

Effective Day: 1 Oct 2025

Smaply GmbH (hereinafter referred to as "**We**", "**Our**", or "**Us**") Terms of Service (the "Agreement") are between Smaply GmbH and the legal entity or person accessing **Smaply** (sometimes referred to as **"software solution",** or **"software"**), or any other products provided by Smaply GmbH. If you are accessing or using the services on behalf of your company, all references to "**you**," "**your**," "**the client**," or "**customer**" refer to your company.

Please read this document carefully, as it constitutes a legal agreement between you and us. If you disagree with this agreement, you cannot benefit from Smaply's products and services. By indicating your acceptance of or access to or use of any of our services, you agree to be bound by this agreement.

1.   Service description

1.1.   **Service.** We will provide the following web-based software solutions for paid use by the client under this agreement:

"Smaply": A journey mapping software to visualize, understand, and improve customer and employee experiences. It enables users to create detailed journey maps and personas, offering an overview of customer interactions and touchpoints.

1.1.1.   We will provide program maintenance at no extra charge. This maintenance will cover any necessary adjustments due to changes in laws or regulations. However, it will not include any information or advice about the Smaply.

1.1.2.   Courses, training programs, and workshops for the acquired software will be billed separately.

1.2.   **Delivery Method.** You can use Smaply with an annual subscription or monthly billing, either with manual billing or by directly paying through your account. You should pick the desired subscription package (available on www.smaply.com/pricing), and Smaply will provide the service with the selected package's features.

1.2.1.   **Free user**. A free version of the software is also available. It comes with a limited feature set and limited services. All features and services are included per our current pricing page on our website.

1.3. **Product.** The product is a web-based Software-as-a-Service (SaaS) solution, with quality determined by the latest product description and general system requirements. We offer a cloud-based software solution that does not include data lines for connection. All availability guarantees apply only to Smaply's services, not data lines under the client's or third-party control. You must use the latest versions of Safari, Firefox, Edge, or Chrome to access Smaply.

1.3.1. The latest versions of documentation conclusively describing the products offered are provided for the client on the website "smaply.com", and "helpdesk.smaply.app" in digital form only.

1.4. **Access to service.** You may access and use the service only under the terms and conditions of this agreement. Use of and access to our services are permitted only to Authorized Users. You will be solely responsible for all activities that take place within your user account. The details for access authorization (in particular, the user name and password) must be kept confidential by you and may not be disclosed to third parties. You will ensure proper use thereof and will be liable, in the event of access details being misused through a fault on your part, for any resulting damage. You will also indemnify and hold us harmless from any damage arising from to misuse of the access details. You must notify us immediately, in writing, if you notice any unauthorized use of your access details for our products or services, or if you suspect any data security breach.

1.4.1. The data saved on Smaply's servers will stay under your control and will be safe from access by third parties. We reserve the right to access this data where necessary to provide the Smaply services. Your stored data will be backed up multiple times daily by mirroring the database for your security. During the term of the agreement, you will be entitled to perform a data export in the formats provided by Smaply. If any user is no longer affiliated with the company (the client), you must delete that user's access to our service.

1.4.2. We aim to provide continuous access to Smaply and related services. However, uninterrupted availability of our services and databases is not guaranteed. We may temporarily limit access to Smaply in order to conduct maintenance, address capacity constraints, safeguard system security or integrity, or implement technical improvements. Such interruptions will be minimized where possible and necessary to ensure the proper functioning and reliability of our services. In such cases, we will endeavor to take into consideration the interests of all clients, in particular by providing advance notice in the case of a temporary server shutdown.

1.5. Smaply may integrate with third-party services. Smaply is not responsible for the performance, reliability, or security of these third-party services. Your use of third-party services is governed by the terms and conditions of those third parties.

1.6.   We are committed to ensuring the accessibility of Smaply to all users, including those with disabilities. Clients are encouraged to contact Smaply support with any accessibility concerns or requests for accommodations.

2.   Registration   and   subscription   use.

2.1.   Registration requires a valid email address for renewal and other notices, as well as a valid subscription. You are obliged to provide accurate, complete, and current account information and to keep this information up to date. Failure to provide accurate, complete, and current account information can result in the termination of the account. You warrant that you are the legal owner of the device or email address, and you have all the legal rights to create your account. Under our subscription model, you can purchase seats for a specific number of users (described on the pricing page) and authorize them to use Smaply. Only authorized users are permitted to use Smaply, and account credentials must not be sold, transferred, or shared with unauthorized parties. If you provide incorrect information during registration, the right to use Smaply will not be granted. Simply activating your registration does not imply consent from us to use Smaply in a way that goes against the agreement.

2.2.   **Subscription restrictions.** We grant you a non-exclusive, non-sublicensable, non-commercial, and non-transferable right to use Smaply provided by us under this agreement. This right to use is strictly limited to standard use and does not extend to any right to transfer or make the Smaply accessible to third parties. Smaply may only be used in compliance with this agreement and applicable legal provisions, including those relating to data and software exports. You are prohibited from sublicensing, renting, leasing, lending, distributing, publishing, selling, or commercially exploiting Smaply, including but not limited to using it for facility management, timesharing, service provider, or service bureau arrangements. Additionally, you may not reverse engineer, decompile, disassemble, modify, or create derivative works from the software, nor attempt to deduce the source code unless explicitly permitted by us in a separate written agreement. You may not reproduce, transfer, assign, or otherwise make Smaply accessible to third parties, and the authorization to use Smaply is strictly limited to the number of seats purchased under this agreement.

2.2.1.   You can only access Smaply through the user interface that we provide. Any other methods of accessing Smaply require our written approval. If we release new versions of Smaply that you have purchased during this agreement's term, the license granted to you will also apply to these versions, unless we specify additional rules for those versions. In that case, we will inform you accordingly.

2.2.2.   **Acceptable Use.** You agree to use the Smaply in accordance with all applicable laws and regulations. Prohibited activities include, but are not limited to (1) Using the software for any illegal purpose or in violation of any local, state, national, or international law, (2) Posting or transmitting any content that infringes on the intellectual property rights or privacy rights of others, (3) Attempting to gain unauthorized access to the software, other accounts, or

computer systems, (4) Interfering with the proper functioning of the software, including the use of viruses, malware, or any other disruptive code, and (5) Engaging in fraudulent activities, including impersonation or misrepresentation of affiliation with any entity.

2.3.   You should use the latest published version of the licensed object and acquire the operating system and respective browser solution needed for the use of the latest published version of the licensed object. We will not be held responsible for installing and maintaining such a web browser on the client's local system.

2.4.   **Free Trial.** You may register for a trial version upon request. We will coordinate with you to set it up. Upon receiving the free trial, you may use the services under the terms and conditions of this agreement for a period granted by us. The trial version is only for evaluation purposes to determine whether to purchase a paid subscription. If you don't sign up for a paid subscription before your trial period ends, this agreement will end, and you will lose access to the services. Unless we agree otherwise, the trial account may be deleted automatically after twelve (12) months without further notice.

3.   Payments, Prices, Renewals, and Contract Conclusion

3.1.   Information we provide in price lists, on our website, and in other advertisements is always subject to confirmation. We reserve the right to change the information contained at any time. Your order submission merely constitutes an offer to conclude a contract. Billings will be only in electronic form. If you wish to receive a paper invoice by post due to statutory requirements, an additional fee of EUR 9,00- per invoice will be payable. Any credits or refund amounts on account of overpayments or duplicate payments, etc., will either be offset against the next bill payable or reimbursed within 14 days at our discretion.

3.2.   **Manual Invoicing.** All payments are made on an annual basis before accessing the service through manual invoicing. If you'd like to pay on a monthly basis, please check Payments using Paddle in section 3.2.2. Unless otherwise specified, all prices stated will be net prices exclusive of statutory value-added tax and any shipping expenses. Discount options that vary according to the number of users can be found on the prices page.

3.2.1.   Payment may be made by transferring the due amount to the bank account specified by us or by credit card using a secure payment link provided. If the parties agree on a different payment method or schedule, this arrangement must be documented in writing and signed by both parties. The alternative arrangement shall supersede the general payment methods outlined above only to the extent specified in the written agreement.

3.2.2.   **Payments using Paddle.** In addition to our manual invoicing payment method, we also use the global payment processor Paddle in our checkout on our website. You can opt to pay either annually or on a monthly basis using this option. With Paddle, you can choose to pay by card or through PayPal. Paddle is an international platform that helps online businesses as a payment provider and merchant of record. It's completely safe and trusted by thousands

of companies worldwide. Transactions will appear on your bank/card statement as PADDLE.NET*SMAPLY. Read more at Paddle.com.

3.2.3.   All payments shall be made in the currency specified in the invoice unless otherwise agreed upon in writing by the parties. You are responsible for any bank fees, transaction fees, or other charges associated with the payment method chosen.

3.2.4.   Payments must be made within the timeframes specified in the invoice or as otherwise agreed upon in writing. Failure to adhere to the payment schedule may result in late fees, suspension of services, or termination of this agreement, as outlined in the relevant provisions of this contract.

3.2.5.   We can issue a receipt or confirmation of payment to you upon successful completion of the payment process upon request. This receipt serves as proof of payment and should be retained by you for your records.

3.2.6.   If you dispute any portion of an invoice, you must notify us in writing within ten (10) business days of receipt of the invoice. The undisputed portion of the invoice must still be paid by the due date. The parties shall work in good faith to promptly resolve any disputed amounts.

3.3.   **Prices.** Prices and price changes will be announced via the price lists available online, together with details of the change date in the case of changes. Notice of changes to this agreement will be given by making the new version available on our website and indicating the revision date. Only the prices stated in our order confirmation will apply. Orders accepted for immediate delivery, without prior order confirmation, will be executed at the list prices applicable on the order date.

3.4.   **Renewals**. Subscriptions will automatically renew at the end of each billing period unless canceled by you at least 30 days before the renewal date. Renewal notices, including any changes in terms or pricing, will be sent to the registered email address at least 60 days before the renewal date. You can opt out of auto-renewal by contacting customer support.

3.4.1.   We reserve the right to adjust the pricing for the Renewal Term. Any such adjustment shall be communicated to you in the renewal notification. The adjusted pricing will take effect upon the commencement of the Renewal Term unless you opt out of renewal or negotiate alternative terms in writing.

3.4.2.   Either party may terminate this agreement at the end of the current term by providing the required notice of non-renewal. If either party provides such notice, this agreement shall not renew, and all obligations shall cease at the end of the current term, except for any obligations that survive termination as outlined in this agreement.

3.5.   Payments are only considered complete when they are received in the Smaply GmbH account. If the Smaply GmbH account cannot receive a payment, the client must pay for any

extra costs incurred. This includes reminder letter fees of up to EUR 20.00 for each reminder, account maintenance and record-keeping fees ranging from EUR 15.00 to EUR 50.00, and any expenses related to collection agencies and lawyers hired by Smaply to enforce its rights. We will charge default interest at the statutory rate if payment terms are exceeded.

3.6.   Concerning the implementation of the European VAT Directive on the payment of value-added tax in services provided internationally, in addition to Section 2.1 above, you must provide complete and truthful information to determine the place where it is resident. This will also apply in particular to its billing address, place of residence, or habitual place of residence. You indemnify and hold us harmless for any incorrect information that may result in non-taxation or incorrect taxation in terms of the payment of value-added tax referred to above.

3.7.   **Refunds.** You are entitled to revoke any consent granted upon conclusion of the payment made by using Paddle, within fourteen (14) days from the date of conclusion of the agreement without indicating reasons. To initiate the refund process, contact our customer support team. You can check our refund policy [here.](#)

4.   Updates

4.1.   We will update Smaply as and when updates become available. We will also be entitled to perform updates without prior warning. Such updates serve to improve, upgrade, and develop the services and may consist of bug fixes, patches, improved features, or entirely new versions. You agree and acknowledge that accepting relevant updates as a component of the service is a prerequisite for Smaply's performance, and it hereby permits us to send such updates to you.

5. Communication

5.1. We will send updates about changes or disruptions via email or, if available, in a blog. When you conclude the agreement, you must provide us with at least one contact person's name and email address for communication. Please check this email regularly. You should inform us right away if there are any changes to the contact person, email address, or any disruptions to the services we provide. It is also your responsibility to keep all access details (like usernames, passwords, URLs, etc.) private and secure. Do not share them with anyone else.

6. Right to Cancel

6.1. You are entitled to revoke any consent granted upon conclusion of the agreement within fourteen (14) days from the date of conclusion of the agreement without indicating reasons.

6.2. To cancel this agreement, you need to notify us clearly—this can be done by sending a letter or an email. If you choose this option, we will confirm that we received your cancellation promptly. If you use the Paddle payment method, then you need to use Paddle.net to proceed with refunds. The cancellation should be sent to:

Smaply   GmbH
Kapuzinergasse   14
A-6020   Innsbruck
Tel.   no: +43   (0)   512   312   123
Email: mail@smaply.com

6.3. Refunds of agreed charges are strictly excluded. In the event of our early termination of the agreement for good cause under Section 7.4 of this agreement, the fee paid by you will be (partially) refunded.

6.4. **Consequences of Cancellation.** If you cancel this agreement within a 14-day cancellation period, we will reimburse all payments received by us from you, immediately and within fourteen days at the latest of the date on which we receive the notice of cancellation of this agreement. Refunds will be processed using the same payment method used in the original transaction unless otherwise expressly agreed upon. No fees will be charged for this repayment. Partial refunds for services partially used during the billing cycle will be calculated on a prorated basis. If the same payment method is not possible, the refund will be paid into the account you indicate (IBAN, BIC).

7. Term and Termination

7.1.   Unless we agree differently for specific cases, agreements for the Smaply software will last indefinitely.

7.2.   Unless we agree otherwise, you can end your license agreement or terminate each licensed object at the end of each billing period. To do this, you must provide written notice (via email) at least thirty (30) days in advance.

7.3.   We will be entitled to terminate license agreements at the end of any quarter in writing (and thus also by email with thirty (30) days' notice. The right to early termination for a good cause without adhering to any time limits or notice periods, particularly in the case of non-payment of the license fee, remains unaffected hereby. Good cause will be present in particular where a client breaches material obligations (including failure to pay fees) or repeatedly breaches non-material obligations under the agreement, and if said breach is also not rectified by the respective other contracting partner within a reasonable time after a warning.

7.4.   If you don't pay the license fees and/or other charges for more than 30 days past the agreed payment terms (e.g., 30-day net payment term plus an additional 30 days if payment is overdue), and despite receiving reminders, we may block online access until all outstanding fees are fully paid or terminate the license agreement immediately.

7.5.   We reserve the right to suspend or terminate your access to the software if you breach any terms of this agreement or engage in activities that harm the software's functionality or security. Before suspension or termination, we will notify the client and provide an opportunity to remedy the breach. If the breach is not remedied within 14 days, we may proceed with the suspension or termination.

7.6.   Upon termination or expiration of the agreement, on any grounds whatsoever, you are solely responsible for exporting your data within thirty (30) days. After this period, we reserve the right to permanently delete all data stored on Smaply servers or any other storage media, without further notice. You shall have no claim against us of any kind or extent arising from such deletion. We may retain your data beyond this period, particularly in cases involving outstanding payments. Please be advised that following the termination of the agreement, you shall have no right to import any of your data into current or future versions of our products.

7.7.   In the case of trial accounts, Smaply will be entitled to delete the data without prior notice at the end of the trial period.

8.   Limited Liability and Warranty

8.1.   As provided for in Sections 922 et seq. of the Austrian Civil Code, to the exclusion of Section 924, we hereby warrant that we will provide our services under the general industry standard where this applies to the products and that the service will predominantly be provided as specified in the product descriptions for normal use under normal circumstances.

8.2.   As provided for in Sections 922 et seq. of the Austrian Civil Code, to the exclusion of Section 924, we hereby warrant that no third-party copyrights or industrial property rights will be breached in connection with the products we supply.

8.3.   We hereby provide the warranties and accept the liability, where such liability and warranties may not be excluded by law within the framework of the applicable legal provisions.

8.4.   Except as expressly provided in this agreement, we make no other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.5.   Our total liability to you for any claim arising out of or relating to this agreement, whether based in contract, tort, or any other legal theory, shall be limited to the total amount of fees actually paid by you to us in the twelve (12) months immediately preceding the event giving rise to the claim, and in no event shall we be liable for any indirect, incidental, consequential, or punitive damages.

8.6.   Except as specifically stated in this agreement, neither party will be responsible for paying the other party for any indirect, incidental, or consequential and financial damages mainly due to delay, the impossibility of performance, lost profit, anticipated savings that did not materialize, damages from third-party claims against the client, incidental damages, and damage to the data stored. This also includes losses like loss of use, profits, business, goodwill, revenue, or opportunities that arise from this agreement. Those limitations apply (1) even if a party knew or should have known that these types of damages were possible, (2) no matter what the legal basis for the claim, and (3) even if a remedy provided in this agreement fails to achieve its intended purpose. Despite the above, we will be responsible for any direct, indirect, incidental, or consequential damages in the following situations, up to a maximum of the annual amount paid by you: (1) If we breach confidentiality or fail to protect personal data, leading to a security incident, (2) if our actions cause physical injury, death, or property damage to you or others, (3) if the damages result from the our gross negligence, reckless behavior, intentional misconduct, fraud, bad faith, or legal violations. Our liability under this section shall be covered to the extent possible by the company's applicable insurance policies. Smaply agrees to maintain adequate insurance coverage to address these liabilities. You agree to take all reasonable steps to mitigate any damages arising from the situations covered under this provision. Our liability shall be reduced to the extent that the client fails to mitigate such damages. We will not be liable for punitive damages or any damages that are deemed speculative in nature. Liability for any other damages arising under this provision shall be capped as specified above.

8.7.   We will not be liable under any circumstances for damages caused by malfunctions of the transmission channels. Warranty and liability are also excluded for failure of the Smaply internet database servers for a period of time not exceeding 24 hours.

8.8.   Our sole obligation, and your exclusive remedy, for any breach of warranty shall be, at our sole discretion, either the re-performance of the defective services or a refund of the fees actually paid by you for such defective services.

8.9.   Where the client has statutory warranty claims, we will be entitled to perform improvements first. If such improvements are not possible, we will provide a replacement service or refund the amount paid for the defective service.

8.10.   We shall not be liable for any defects or service interruptions resulting from (1) Your or any third party's misuse, neglect, alteration, or unauthorized repair of the services, (2) Use of the services in a manner inconsistent with the documentation or outside the scope of the agreement, and (3) Factors outside of Smaply' reasonable control, including but not limited to force majeure events, third-party hardware, software, or services, or changes in applicable laws or regulations.

8.11.   We do not provide any warranty that Smaply's current functions will meet your requirements. We do not warrant that the service will be uninterrupted and error-free. We will not be held responsible for any messages that fail to be transmitted using our services. Additionally, we will not be held responsible for any delays, interruptions, service failures, or other issues that are inherent in the use of the Internet and electronic communications, third-party platforms, applications, or other systems that are outside our reasonable control.

8.12.   You must notify us of any warranty claims within thirty (30) days of discovering the defect, or such claims shall be deemed waived.

8.13.   We will be released from our obligation to keep Smaply active in cases of force majeure. All unforeseen events and incidents where the impact on the fulfillment of the agreement is not attributable to either party will be deemed force majeure.

8.14.   Unless otherwise provided in this agreement, the statutory provisions shall govern the handling of any complaints by the client. Without prejudice to any applicable statutory limitation periods, any compensation claims must be made no later than six (6) months after the client becomes aware of the damage giving rise to the claim.

8.15.   You will be liable for the unauthorized disclosure of all data transmitted to it by Smaply to third parties and for any misuse of said data. Where we are found liable based on the cause, the compensation claim will be limited to twice the client's annual order value. Compensation for indirect and consequential damages, including lost profit, is hereby excluded.

8.16.   We are not obligated to deliver features, updates, or enhancements by any specific date communicated through roadmaps, projected timelines, or other general communications. These dates are provided for informational purposes only and do not constitute a binding commitment. Exceptionally, if a specific delivery date is agreed upon in a tailored contract for an individual client, we will make reasonable efforts to meet such deadlines. However, any

failure to meet the agreed-upon delivery date under a tailored contract shall be subject to the terms and limitations of liability outlined in that contract.

9.   Indemnification

9.1.   You agree to indemnify, defend, and hold Smaply GmbH, its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from (1) your use of the service in violation of this agreement or applicable laws, (2) Any content or data provided by you that infringes or violates any intellectual property rights, privacy rights, or other rights of any third party, and (3) your breach of any representation, warranty, or obligation under this agreement. We will not be liable for any losses caused by negligence, recklessness, willful misconduct, fraud, or bad faith by the client.

9.2.   We will defend, indemnify, and hold harmless the client, its affiliates, officers, employees, and agents from any losses arising out of or relating to third-party claims resulting from (1) our failure to comply with the law, (2) our infringement or improper use of any intellectual property or proprietary rights of a third party, and (3) our negligence, recklessness, willful misconduct, fraud, or bad faith.

9.3.   We will promptly notify you of any claim for which indemnification is sought, and you shall assume control of the defense of such claim. We will cooperate with you, at your expense, in the defense and settlement of the claim. However, you may not settle any claim in a manner that adversely affects our rights or interests without our prior written consent, which shall not be unreasonably withheld.

9.4.   You shall indemnify and hold us harmless to the fullest extent permitted by law from any damages arising from any unauthorized use of internet databases (including use of usernames and passwords). You also agree to indemnify and hold us harmless against any claims brought against us resulting from use, whether authorized or not, by any third party. Furthermore, you shall indemnify and hold us harmless from any claims asserted by your contractual partners in connection with the provision or use of the client App, including all associated legal defense costs.

10.   Security

10.1.   We will employ safety precautions in keeping with state-of-the-art technology, such as (without being limited to) virus scanners and firewalls, etc., to prevent and stop unauthorized access to your data and the transmission of harmful data, particularly viruses.

10.2. While we employ industry-standard security measures to protect our clients' data, you are also responsible for maintaining your own security measures. This includes keeping software up to date, using strong passwords, and employing up-to-date antivirus software. We will not be liable for any security breaches resulting from your failure to implement these measures.

10.3. You acknowledge that complete protection against harmful data is not possible because new viruses, worms, Trojan horses, spam, and other security risks are constantly being developed, and existing ones are continually evolving. We hereby point out that even the security products it uses are unable to offer 100% protection against harmful content. We provide no warranty and will not be liable for error-free, delay-free, or interruption-free use of Smaply and databases, including the internet connection and any associated data loss. Any transfer or transmission error caused, in particular by improper use by you, unsuitable display software or hardware, or other data media, databases, software, or internet connection, etc., used by the client, will not be attributable to us. We will also not provide any warranty or accept any liability for the suitability of Smaply for your intended purpose or any data losses.

10.4. The website and products may contain hyperlinks to other websites, content, or sources. Smaply has no influence over websites and the content provided by third parties. Only the provider of the page linked to, and not of the page referring to the content in question via links, will be liable for illegal, incorrect, or incomplete content, and in particular for damages arising due to the use or non-use of such offered information.

11. Right of Ownership

11.1. Smaply is protected by intellectual property rights. Apart from as expressly stipulated within this agreement, in other words, the use of the software solution permitted under the terms of the agreement for an annual or monthly license fee throughout the term of the agreement, we will not grant any other express or implied rights of use over the Smaply. All rights, legal titles, and claims in connection with Smaply in all languages, formats, and media worldwide remain our sole property. No provision of this agreement may be construed as conferring a right or license upon the client or a third party by implication, estoppel, or otherwise under intellectual property or copyright laws.

11.2. The trademarks will be our property. You may not use the trademarks without prior consent from us. Smaply and the Smaply logo are trademarks of Smaply GmbH. The client can find an up-to-date list of the Smaply trademarks in the brand information at www.smaply.com.

11.3. All content of the Smaply website, products, and services, newsletter, documentation, and technologies, in particular, use of the software solution provided and use of the databases, will be solely and independently subject to registration of industrial property rights or intellectual property rights and, and without being restricted to, our copyright.

11.4. You retain all rights to the data you input and create ("User Content") using the Smaply. We claim no ownership rights to this data. However, you grant us a non-exclusive, worldwide,

royalty-free license to use, reproduce, and display the data solely to the extent necessary to provide the service.

11.5.   Any feedback, suggestions, ideas, or other information or materials (collectively, "Feedback") that you provide to us in connection with the services or products under this agreement shall be the exclusive property of us. By providing such Feedback, you irrevocably assign to us all rights, title, and interest in and to the Feedback, including any intellectual property rights, without any obligation of compensation or attribution. We shall have the unrestricted right to use, modify, exploit, and incorporate the Feedback into our products, services, and business operations. You waive any moral rights you may have in the Feedback to the fullest extent permitted by law.

12.   Data Protection

12.1.   We will comply with applicable data protection laws, including the General Data Protection Regulation (GDPR). You are responsible for obtaining the necessary consent for us to process data on your behalf. We will not access client data except as required to provide the service. You shall comply with the respective laws, particularly the valid data protection provisions, applicable within the country where it is headquartered or resident. Any other confidentiality and non-disclosure obligations of the contracting partners under law and professional standards will remain unaffected.

12.2.   We employ industry-standard security measures, including encryption, firewalls, and secure servers, to protect your data. Despite these measures, complete protection against all security threats cannot be guaranteed. You are responsible for maintaining your own security measures, including up-to-date antivirus software.

12.3.   By concluding an agreement, you agree that all personal data sent by it to us, as needed to set up the account and fulfill the agreement, will be stored electronically, processed, and used by us on the basis of the provisions of the Data Protection Act. In relation to this, you will ensure that it is entitled to submit such data under the applicable provisions, especially those concerning data protection, and in the event of any breach, will indemnify us against any third-party claims in accordance with Section 9 of this agreement. The data will thus only be stored and processed in order to provide the service ordered by you. The data will only be passed to third parties where necessary to fulfill the agreement. It should be noted that your personal data does not include your customer data, to which we do not have access. Non-personal data belonging to you will only be collected and processed by us for the Smaply services.

12.4.   We might send offers for our products and services by sending electronic mail to advertise similar products and services according to Article 13(2) of Directive 2002/58/EC. You may refuse consent to receive offers by sending an email or a written message by post to Smaply GmbH.

12.5.	Until (unilaterally) revoked by the client by email (mail@smaply.com), the client hereby consents to the fact that Smaply may list and use the client's logo and company name as a reference.

12.6.	We shall not be liable for any deletion, correction, destruction, corruption, loss, or failure to store data collected from you, to the extent such issues are attributable to you. Furthermore, we do not have access to the data stored by you and assume no responsibility for its management, integrity, or security.

12.7.	You grant us an irrevocable, worldwide, royalty-free license to use, reproduce, and incorporate any feedback, suggestions, or ideas provided by you or third parties regarding Smaply. You retain ownership of any intellectual property rights to such contributions, but grant us the right to use them to improve and enhance Smaply.

12.8.	All data processing activities carried out as part of the service will be governed by the Data Processing Addendum, which can be found on our website www.smaply.com

## 13.	Choice of Law and Place of Jurisdiction

13.1.	Regarding any dispute arising out of this agreement, the parties must provide written notice (or by email) of the existence of such dispute. Each party must engage in good-faith discussions and negotiations to resolve the dispute. If parties are unable to resolve such a dispute thirty (30) days after the date of the written notice, each party may initiate the litigation process. This agreement and any disputes arising out of or in connection with it shall be governed by the laws of Austria, excluding its conflicts of law provisions. The parties agree that the courts of Innsbruck, Austria, shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this agreement. However, we reserve the right to bring legal proceedings in the jurisdiction of the client's residence or principal place of business if necessary. Both parties give up the right to have their disagreements heard or decided by a jury or in a court trial and to make any class or collective claims against each other in court, arbitration, or any other proceeding.

## 14.	General Provisions

14.1.	Modifications: We reserve the right to modify this agreement at any time. The version of the agreement in force at the time our contractual relationship is concluded will apply. We will notify you of any substantial changes to this agreement by email at least thirty (30) days before such changes take effect. "Substantial changes" refer to modifications that affect how our services operate under your subscription model or involve any changes to pricing or financial terms. If you disagree with the changes, you must notify us in writing (via email) within 14 days of receiving the notice. Continued use of the services after the changes take effect constitutes acceptance of the new terms.

14.2.   Special offers and campaigns: Unless stated otherwise in the following sections of this contract, the agreement applies to special offers and promotions. We will provide limited-time products/services with a one-time upfront fee until they are discontinued. The details of the usage and duration can be found in the product description on the website and in the most recent price lists.

14.3.   Entire agreement: This contract contains all agreements between the parties regarding its subject. It supersedes all verbal or written negotiations, agreements, and understandings previously entered into between the parties regarding the contractual object. There will be no subsidiary agreements to this agreement.

14.4.   Severability. If any court or tribunal with the appropriate jurisdiction deems any provision of this agreement or the SOW unenforceable in a final, non-appealable order, that specific provision will be removed. The rest of the agreement will not be affected by this removal. The parties will make good faith efforts to replace any unenforceable provision with one that is enforceable and closely aligns with the intention of the original provision.

14.5.   Notices. Any annulment, supplement, or amendment to agreements between Smaply and the client must be made in writing (also by email) to be valid.

14.6.   You agree that any claims arising under this agreement are limited to those expressly stated herein. While we aim to address issues in a fair manner, you acknowledge that you will not challenge this agreement on the basis of error or unforeseen changes in circumstances, nor seek to reduce the agreed price or amend the agreement on such grounds or other legal theories, except where such changes materially affect your rights or obligations. In the event of a significant imbalance in the value exchanged under this agreement, we agree to engage in good-faith discussions to reach a fair resolution. Both parties further agree to resolve any disputes concerning these terms in good faith, with the shared objective of maintaining a positive and mutually beneficial relationship

14.7.   Counterparts. This agreement can be signed in two or more separate copies. Each copy will be considered an original, and together, they will form a single agreement. The agreement will become effective once each party has signed their respective copy and delivered it to the other party as specified in Section 14.6.

14.8.   Delivery. The delivery of a signed agreement by reliable electronic means, including email (with electronically confirmed receipt), shall be considered an effective method of delivering the executed agreement. This agreement may be stored electronically, and either an original or an electronically stored copy of this agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties.

14.9.   Survival. Even after this agreement ends or is terminated, Sections 3, 8, 9, 10, 11, 12, and 13 will remain effective. These obligations will last for the time stated in each section, or if no time is given, they will continue indefinitely until fully met. Both parties understand that

breaking these remaining obligations could lead to legal action, such as claims for damages or a court order to enforce them. If there is any confusion about these terms, they will be interpreted to best reflect the original intent, ensuring these important obligations are protected and enforced.

Imprint

Smaply GmbH
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mail@smaply.com / www.smaply.com
Company No. 421906 a
VAT Registration No. ATU 69101223.
Place of Jurisdiction: Innsbruck, Austria
CEO: Marc Stickdorn

Glossary

1. "Client Data" means all data, information, and material that the client or its users submit to Smaply when using the services.
2. "Confidential Information" refers to any information disclosed by one party to the other that is marked as confidential or should reasonably be understood to be confidential, including but not limited to business plans, strategies, financial information, and proprietary software.
3. "Effective Date" is the date on which the client accepts these Terms of Service or first accesses or uses the Smaply software solution, whichever occurs first.
4. "Feedback" means any ideas, suggestions, recommendations, comments, or other information provided by you related to Smaply's products, services, technologies, or business practices, whether solicited or unsolicited. Feedback may include, but is not limited to, improvements, enhancements, modifications, corrections, or any other form of input that could contribute to the development or refinement of Smaply's offerings or operations.
5. "Smaply" refers to Smaply software. Smaply GmbH refers to the provider of Smaply software solutions headquartered in Kapuzinergasse 14, 6020 Innsbruck, Austria; its commercial register is FN 421906 a.
6. "Personal Data" means any information relating to an identified or identifiable natural person as defined under applicable data protection laws, including the GDPR.
7. "Software," "Product," and "Service" mean 'Smaply,' a software solution for the structured planning and analysis of service systems using personas, stakeholder maps, and customer journey maps. The products enable the client to gather and analyze the experiences of its partners.
8. "Subscription Term" means the period during which the client has agreed to subscribe to the Smaply software solution, as specified in the order process.
9. "The client," "Customer," "You," or "Your" refers to any individual or legal entity that has accepted this agreement and purchased a subscription to use Smaply.
10. "Third-party services" means any services, software, or products provided by third parties that may integrate with or be used in conjunction with the Smaply software solution.
11. "Seat(s)" refers to a licensed computer capable of using Smaply's software
12. "User" or "Authorized User" refers to any individual authorized by the client to use the Software.

13. "User Content" means any content or data that users create, submit, or transmit using the Smaply software solution.

Smaply AI Addendum

Effective Date 30 September 2025

This AI Features Addendum ("AI Terms") serves as an additional component of the existing agreement between the Customer and Smaply. This agreement, which may be a Terms of Service, Standard Software as a Service Agreement, or another governing document ("Agreement"), outlines the terms of access to and use of the Service. Any capitalized terms not explicitly defined within these AI Terms should be understood as having the meanings provided in the Agreement.

1. Artificial Intelligence Functionality

Smaply may include access to certain functionalities powered by artificial intelligence ("AI Features"), including, without limitation, the generation of journey maps, the analysis of uploaded qualitative data, and the extraction of insights. Smaply's AI Features use your Input to generate Output. These features are designed to help you with your work, but you are ultimately responsible for checking the Output's appropriateness, accuracy, and applicability.

2. Third-Party Provider

The AI Features are facilitated in part through a third-party provider, Google's Gemini model ("Third-Party AI Provider"). By utilizing the AI Features, Users acknowledge and agree that their inputs may be transmitted to and processed by such Third-Party AI Provider for the sole and limited purpose of generating the requested output. **User Data is never utilized to train, fine-tune, or enhance the Third-Party AI Provider's foundational models.**

3. Limitations and Disclaimers

AI-generated outputs are inherently probabilistic and may contain inaccuracies, omissions, or other deficiencies. Smaply GmbH makes no representations or warranties of any kind, express or implied, with respect to the accuracy, reliability, or completeness of outputs generated by the AI Features. Users are solely responsible for verifying and validating all AI-generated outputs before relying on or using them.

4. Prohibited Use

Users shall not misuse the AI Features, including but not limited to:

- Manipulating or circumventing their intended functionality.

- Using outputs in a manner that violates applicable law or third-party rights.
- Infringing upon any third-party rights, including intellectual property rights, through the use of AI Features, Inputs, or Outputs.
- Using AI Features for purposes or with effects that are illegal, discriminatory, harassing, bias-inducing, harmful, or unethical.
- Generating spam or any content for dissemination for illegal activities, or in relation to electoral campaigns at any level of government.
- Abusing, harming, interfering with, or disrupting any services (or enabling others to do the same).
- Using AI Features for automated decision-making or other processes that have legal or similarly significant effects on individuals, unless done with adequate human review and in compliance with all applicable laws.

5. Limitation of Liability

Accuracy and Intellectual Property: Smaply GmbH does not guarantee that the AI-generated Output is free from third-party content or intellectual property infringements. Smaply GmbH's indemnification for third-party claims does not extend to intellectual property infringement or misappropriation arising from the Output.

User-Provided Data: Users may upload, input, or otherwise provide data ("User Data") to be used by AI-assisted features within the platform. User Data may include text, documents, images, or other materials that the AI processes to generate outputs, such as summaries, journey maps, or visualizations. Users are solely responsible for ensuring that any User Data they upload does not include personal data, personally identifiable information (PII), sensitive personal information, or confidential third-party data unless they have the lawful right and necessary consents to do so. The AI features may use uploaded User Data to generate derived outputs, including visualizations or reports. If a user includes PII or sensitive data in their upload, this information may appear in generated content (e.g., a journey map) as part of the AI's output. The platform does not independently verify or filter such data for compliance or sensitivity.

Customer Responsibility: Users acknowledge and agree that they are fully responsible for the content of all data they upload and any resulting AI outputs. The platform provider shall not be liable for any disclosure, inclusion, or use of personal or sensitive data resulting from the user's input. Users agree to indemnify and hold the provider harmless from any claims, damages, or liabilities arising out of or related to the inclusion of such data.

Applicable Terms: The warranty disclaimers and limitations of liability outlined in the main Agreement also apply to the use of AI Features.