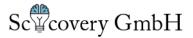NOTE: This is a translated (English) version of the terms and conditions. The original, legally binding terms and conditions are written in German.

GENERAL TERMS AND CONDITIONS (GTC) OF SCICOVERY GMBH FOR SOFTWARE-AS-A-SERVICE, BROKERAGE AND CONSULTING SERVICES.

1. Validity of the GTC
    1. These General Terms and Conditions apply to private persons and legal entities (both from now on users) for all services of Scicovery GmbH (from now on Scicovery) under the product name 'Labvanced'.
    2. Our software services, as well as consulting and mediation services, are exclusively subject to these GTC. Our general terms and conditions also apply to future business relations.
    3. These terms and conditions apply exclusively. The contractual conditions of the user shall not apply.
    4. Scicovery reserves the right to amend these GTC. For each update, we make a copy of this document available online so that the user can ensure that he/she is satisfied with the changes.

2. Type and scope of services
    1. Scicovery operates a web platform (https://www.labvanced.com/) that allows users to create, share, and conduct online experiments. Further information can be found on our website (Labvanced.com).
    2. The basic use (registration/login, limited experiment creation, limited data collection) of the Labvanced platform is free of charge. In connection with the creation and execution of the experiments, however, you can purchase payable services that (partially) remove the restrictions, or accelerate or simplify the creation and execution of the web experiments.
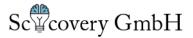
3. Scicovery offers 3 different types of services via the Labvanced Platform: 1) licenses, 2) brokerage services and 3) consulting services. These are explained in more detail below:

4. Usage Licenses
    1. Upon registration, each user of the Labvanced platform receives a license for use. This license is initially a free license, which the user can convert into a paid license at any time. In addition to the free license, ("free License"), there are various fee-based licenses. These different fee-based licenses differ in the possible uses and limitations of the study creation and data acquisition. A current overview of the services of each license type can be found under: (https://www.labvanced.com/get_license.html?purchaseType=overview)
    2. For all users of the free license (use free of charge), Scicovery GmbH does not assume any warranty whatsoever with regard to the availability of the experiments created, the data records recorded or other user content. Users of the free license have no claim to damages and no claim to support services by Scicovery GmbH, regardless of the nature of the incidents.
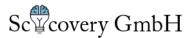
5. Brokerage services
    1. The brockerage services of Scicovery GmbH include the mediation of study participants for studies / experiments which were created on the labvanced platform.
    2. Scicovery GmbH has the right to commission third parties (in particular crowdsourcing platforms such as Amazon mechanical Turk or Clickworker) with the placement of study participants in order to fulfil the placement services commissioned by the user.
    3. The mediation services are generally valid for a certain number of participants selected by the user who are to be mediated. Scicovery GmbH undertakes to place these participants for the indicated price.
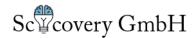
4. Scicovery GmbH makes no promises whatsoever about the time required for the placement of study participants. If the duration of the placement exceeds the time period specified by the user, the costs for the participants not yet placed will be reimbursed to the user.

5. Scicovery GmbH does not under any circumstances guarantee the correctness or completeness of the data records collected by the mediated participants. This is particularly the case since the mediated participants can decide on the termination of the study themselves. In addition, the correct and complete data quality depends on the internal validity of the individual experiments, over which Scicovery GmbH also has no influence.

6. The users of the mediation services can provide information regarding the desired demographics of the mediated participants (e.g. age, gender or mother tongue). Scicovery GmbH undertakes to take these details into account in the placement of participants, but assumes no responsibility for the accuracy of these details. This is especially the case since these details are usually provided by the participants themselves and cannot be verified by Scicovery GmbH.

6. consulting services
    1. Scicovery GmbH offers consulting services in particular in connection with the preparation of studies. These services are invoiced to the user at a fixed hourly rate. Consulting services include, but are not limited to:
        - Dedicated support services (e.g. one-on-one interviews via video conferencing),
        - The improvement or correction of individual studies / experiments of the user
        - The implementation of study prototypes for the user.
        - The implementation of new "features" needed for the user's study.
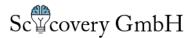
2. When commissioning study implementation, Scicovery will carefully implement the customer's wishes to the best of its knowledge.

3. After completion of the implementation, the study will be discontinued by the user. The user is obliged to check the correctness of the study. In addition, the user has the right to a one-time free revision of the implementation, which Scicovery then carries out. Further desired revisions are generally subject to a charge for the user.

4. Once the study has been accepted, the user assumes responsibility for the correctness of the implementation. Scicovery is therefore in principle not responsible or liable for incomplete or erroneous data recordings of studies created by Scicovery.

5. Consulting services are non-refundable.

3. Conclusion of contract, payment process, and duration of contract

1. With the registration on our web-platform (https://www.labvanced.com) the user agrees to these terms and conditions and commits her/himself to comply with all rules and obligations arising from these terms and conditions. Only these terms and conditions apply as terms of use.

2. After successful registration, the user has the opportunity to purchase a fee-based 'usage license' and to book brokerage or consulting services.

3. The purchase of 'usage licenses and brokerage services within the Labvanced platform is characterized by a clear "buy". In addition, the price to be paid is clearly indicated to the user with each purchase. If the user clicks on "Buy", a purchase contract is automatically concluded between Scicovery and the user, who obliges the user to pay the specified amount. Alternatively, a purchase contract can be concluded by written confirmation by email.

4. Acquired usage licenses are available / activated for the user immediately after purchase.

5. The "Premium" and "Lab" user licenses have a fixed duration to be selected by the user (1 month to 1 year) and are not automatically extended. The contract and the associated license rights therefore end at the end of the term without any further notification from Scicovery. The

Scicovery GmbH
Geschäftsführer: Caspar Goeke,
Holger Finger
Registergericht Paderborn

HRB: 13448
USt-IdNr: DE311378885
Anschrift:Grunigerstr.19, 33102
Paderborn

Kontakt:
ceo@scicovery.com
contact@labvanced.com
www.labvanced.com

"Saver" user license is valid until the ordered number of participants / data records has been recorded.

6. If the term of a chargeable license of the user ends, the usage license is automatically converted back into a "free" license.

7. The invoice for the purchased license or the mediation service is typically sent to the user electronically within 3 working days.

8. Details of the payment process can be found on the invoice. The invoice should be paid within 3 working days of receipt.

9. If an invoice is not paid within 14 days of receipt, additional reminder fees will be due.

10. In addition to the direct purchase, the user can also ask for an offer first. Offers can be obtained via the following link: (https://www.labvanced.com/get_license.html?purchaseType=overview)

11. Consulting services are individually adapted to the user and therefore require in each case a prior request for quotation of a description of the desired consulting service.
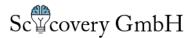
4. Terms of use
    1. Use of licenses
        1. Scicovery grants the User the non-exclusive, non-transferable and non-sublicensable right to use the Labvanced Platform for the duration of a paid license. The possible uses of the Labvanced Platform depend on the license purchased. Details of the license, all restrictions and special features are also included in the corresponding invoice of the usage license, and can also be viewed online.
        2. The software is made available via the Internet. The transfer point for the use of the software (user license) is the router exit of the computer center used by Scicovery GmbH to the Internet.
        3. The client-side connection to the Internet is the responsibility of the user. This is not part of the scope of services.
        4. The user undertakes to use the software exclusively in accordance with the contract and not to pass on any login data to third parties or make it accessible to third parties in any other way.
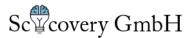
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5. The user hereby acknowledges Scicovery as the sole licensor of the Labvanced platform.

2. Uploading Materials and Copyright:

   1. Users of the Labvanced Platform may independently upload materials (in particular texts, images, video and sound files). Labvanced does not check their content and is not responsible for copyright infringements in connection with data uploaded by users. The user therefore bears sole responsibility for the use of the data uploaded by him.

   2. The user hereby confirms that he/she owns the sole and complete copyrights to all uploaded materials (texts, images, videos, audio files, etc.) or that all uploaded materials have the "public domain" copyright license.

   3. The user hereby confirms that none of the materials (text, images, videos, audio files, etc.) have been taken from other owners or other copyrights.

   4. The user hereby acknowledges that the content of the uploaded materials complies with all applicable laws and is not obscene, defamatory, pornographic, objectionable, or discriminatory. If the content of a user's study/experiment contains stimuli or similar material that does not comply with these provisions, it is the user's responsibility to obtain all necessary permissions to use such content in studies/experiments. Scicovery may, without liability, remove any User Content that does not meet these requirements

3. Violation

   1. In the event of violations of the aforementioned terms of use, Scicovery shall be entitled to terminate the contract in whole or in part without notice. In this case, Scicovery additionally reserves the right to assert claims for damages against the User resulting from the violation of contract.

5. Data protection and data security

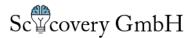   a. Scicovery complies with the statutory data protection regulations.

b. Scicovery informs the user in accordance with the Federal Data Protection Act (BDSG) that customer data will be stored.

c. The User grants Scicovery the right to reproduce the data to be stored by Scicovery on behalf of the User for the purposes of the conduct of the contract to the extent that this is necessary for the provision of the services owed under this contract. Scicovery shall also be entitled to store the data in a failure system or separate failure computer center. Scicovery shall also be entitled to make changes to the structure of the data or to the data format in order to eliminate malfunctions.

d. The data collected, processed and generated by the Labvanced Platform shall be stored on the servers of Scicovery GmbH. In any case, the user remains the sole owner of the data and can therefore demand the surrender of individual or all data from Scicovery at any time without Scicovery having a right of retention.

e. The data shall be surrendered by electronic transmission via the Internet. The customer is not entitled to receive software suitable for the use of the data.

f. Scicovery may check the content of all studies and recorded data records of a user.

g. Scicovery may access user accounts for administrative or legal purposes and monitor the use of a user's Labvanced Platform.

6. Collection of third party data (participant data)

a. With the use of the Labvanced platform, the user has the opportunity to collect data from third parties (participant data). The responsibility for the permissibility of this collection, the processing and the use of this data as well as for the protection of the rights of third parties, in particular of the study participants (information, use, correction, blocking, deletion) lies exclusively with the user himself.

b. Scicovery will process and use the data generated by the user himself, or generated or uploaded by participants of the user's studies in Labvanced, in accordance with our Privacy Policy. The recorded

participant data is available to the user at any time and can be deleted at any time upon request.

c. The user is responsible for ensuring that the study participants of the user comply with the data protection regulations of Scicovery GmbH.

d. The user is solely responsible for ensuring that he/she has all necessary consents and approvals from the study participants required for the processing and use of his/her personal data in accordance with these terms and conditions and general data protection guidelines, as well as national laws.

e. If the user collects, processes or uses personal data in connection with the contract, he is responsible for ensuring that he is entitled to do so in accordance with the applicable regulations, in particular data protection regulations, and indemnifies Scicovery from third-party claims in the event of a violation.

f. The data sets collected depend on a number of factors, e.g. the motivation and efficiency of the participants, the hardware and software used by the participants, the way in which the study is implemented, and much more. Since these factors cannot be influenced by Scicovery, Scicovery makes no representation as to the legality, quality, accuracy or completeness of the data collected.
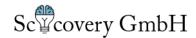
7. Deficiencies

1. Scicovery assures that at least 95% of the Labvanced Platform functions are available on an annual average. Furthermore, Scicovery gives no further guarantee that Labvanced meets the user requirements and that access will not be interrupted, that there will be no delays, failures or other errors in the use of the Labvanced platform or in data recording.

2. Scicovery advises the user that there may be restrictions or impairments to the services provided that are beyond Scicovery's control. This includes in particular actions of third parties that do not act on behalf of Scicovery, technical conditions of the Internet that cannot be influenced by Scicovery and force majeure. The hardware, software and technical infrastructure used by the user may also have an influence on the services, e.g. outdated browser applications. Insofar as such circumstances have no influence on the basic availability or functionality of the

services provided by Scicovery, this shall have no effect on the contractual conformity of the services provided.

3. In the event of only an insignificant reduction in the suitability of the Services for contractual use, the User shall have no claims based on defects. Scicovery's strict liability for defects that already existed at the time the contract was concluded is excluded.

4. The further development of the Labvanced Platform and in particular software upgrades may result in temporary impairments or failures of the Labvanced Platform or the content created by the User. Insofar as these impairments are not of a permanent duration, the customer shall have no claims for defects.

5. Scicovery makes no representations or warranties as to the compatibility of any third party hardware or software used in connection with Labvanced.

8. Early termination, refunds
    1. The user is entitled at any time to close his/her user account with Scicovery and to delete all content created and data collected.
    2. If the User terminates this contract / his/her account before the expiry of the term of a fee-based usage license, the User shall normally not be entitled to a refund for the remaining period of the usage license.
    3. A refund of the license fees for the outstanding period of a usage license is only permissible if the user experiences considerable impairments to the service offered and the impairments are predominantly attributable to errors or problems on the part of Scicovery. The User must provide evidence of these impairments and submit it in writing to Scicovery GmbH with an application for reimbursement. In the case of a recognized refund, the incoming post stamp shall be regarded as the cancellation date.
    4. In principle, refunds for use licences are only possible for outstanding periods of time, in no case for periods of time in the past.
    5. Refunds for consulting services are generally excluded.
    6. Refunds for (participant) brokerage services are only possible for participants who have not yet been brokered.
    7. Scicovery has the right to terminate this Agreement and the User's User Account at any time and without notice if the User does not comply with the terms of these Terms and Conditions. If Scicovery terminates this

Agreement for this reason, the User will generally not be entitled to a refund of any amounts paid.

8. In the event of termination by Scicovery, Scicovery shall give the User a reasonable opportunity to download or delete data itself, usually for approximately one week.

9. If this contract between Scicovery and the User ends or is terminated, the User's right to use Scicovery and to access created content or recorded data also ends.

9. Obligations of the user
   1. The user must protect the access data assigned to him against access by third parties and not pass them on to unauthorised persons.
   2. If services of Scicovery, in particular user licenses, are used by unauthorized third parties using the User's access data, the User shall be liable for any resulting fees within the scope of civil liability until the renewed order/payment, until the change of the access data, or until the report of the loss or theft, if the User is at fault for the access of the unauthorized third party.

10. final provisions
    1. The law of the Federal Republic of Germany applies exclusively. The contract language is German.
    2. Place of performance is Paderborn. The exclusive place of jurisdiction for all disputes arising from this contract and contracts concluded on the basis of this contract is Paderborn.
    3. Should individual provisions of these GTC be or become invalid or contestable in whole or in part, this shall not affect the validity of all other provisions or agreements. The contracting parties undertake to replace the invalid provision by a provision which corresponds economically to the purpose of the contract.