

## Terms of Use – Lasken Platform

### 1. Contracting Parties, Scope, Conclusion of Contract, Changes to the Terms of Use

1.1 The LASKEN Platform is a cloud-based networking platform provided by **LASKEN GmbH**, Zechstraße 37a, 82067 Schäftlarn (hereinafter referred to as "LASKEN"), accessible at <https://lasken.health>. It is designed for entrepreneurs in the healthcare sector and aims to facilitate structured B2B networking and business initiation between different stakeholders and service providers in healthcare.

1.2 The services of the LASKEN Platform are directed exclusively at commercial enterprises, sole proprietors, and service providers in the healthcare sector ("Users").

1.3 Registration with a company profile (User Account) is required to use the LASKEN Platform. By registering, you enter into a user contract with LASKEN and accept these Terms of Use for using the LASKEN Platform. Registration and conclusion of the user contract are completed through a double opt-in process. The language available for concluding the contract is English.

1.4 Only these Terms of Use apply to the use of the LASKEN Platform. Supplementary, conflicting, or deviating general terms and conditions of the User do not apply unless LASKEN expressly agrees in text form.

1.5 These Terms of Use apply exclusively to the facilitation of contacts and business initiation through the LASKEN Platform. Should a contract or cooperation be concluded between companies found via the LASKEN Platform, Users enter into separate legal relationships with their respective business partners/providers. No contractual claims against LASKEN arise from contracts beyond contact facilitation.

1.6 LASKEN reserves the right to change these Terms of Use at any time without providing reasons. Users will be notified of the changes by email before they take effect, sent to the last email address provided by the User. Changes are deemed accepted unless the User objects in writing or in text form within four weeks after notification. Users will be expressly informed of this consequence in the notification.

### 2. Subject of Service

2.1 The subject of the user contract is the use of the LASKEN Platform and the associated processing and storage of data. Users can create a corporate profile within their User Account, present their company to third parties as a potential business partner, receive inquiries from potential partners, and contact them. LASKEN grants the User a non-exclusive, non-sublicensable, time-limited right to use the platform, including updates, for the duration of the contract for their own business operations.

2.2 Users may edit and supplement their created company profile and business opportunities both during and after registration.

2.3 LASKEN only provides the technical infrastructure for standardized business initiation processes. The content and use of these platform features are solely the responsibility of the Users and potential partners.

2.4 The platform's average annual availability is 95%. Downtime is measured in full minutes and calculated from the sum of all troubleshooting times per year. This excludes maintenance windows for optimization or performance improvement, downtime not attributable to LASKEN, and force majeure.

2.5 To use the platform services, Users require access software in the form of a current version of a widely used internet browser. LASKEN does not provide this software. Users must obtain it at their own risk and expense. Users are also responsible for all access and data charges incurred with third parties (e.g., internet or mobile providers) related to the use of the LASKEN Platform.

### **3. Test Phase**

3.1 The LASKEN Platform is initially provided free of charge for an indefinite period (Test Phase), starting with registration and provision of user access. No payment details are required at registration.

3.2 Either party may terminate the contract without notice and without providing reasons during the Test Phase by termination in text form.

3.3 If the Test Phase ends without termination, functionalities linked to the User Profile are significantly restricted.

3.4 The Test Phase is granted only once per User.

### **4. Paid Subscription**

4.1 To continue using the platform's full functionalities beyond the Test Phase, a paid subscription is required. Users select their desired subscription (duration, price, payment method) and confirm it via the order button. Prices are displayed before conclusion and are exclusive of applicable VAT. Inputs can be edited or corrected anytime before confirming the order.

4.2 The subscription fee is invoiced at the start of the initial term and subsequently three weeks before the start of each renewal period. All amounts are payable immediately upon invoicing without deductions.

4.3 For immediate debit payment methods (e.g., SEPA direct debit, credit card), the User Account is activated immediately. For other methods (e.g., prepayment), activation occurs after receipt and verification of payment.

4.4 Price changes affecting future subscription periods will be announced at least two months in advance.

Price increases during the current subscription term are permitted if new content or functionalities are added. In such cases, Users may terminate their subscription without notice at the time the price increase becomes effective. If no termination is made, the subscription continues under the new conditions. LASKEN will inform Users of this legal consequence.

### **5. User Obligations**

5.1 Users may only use the LASKEN Platform for their own business activities through their own personnel. All mandatory information during profile creation must be complete and accurate. Changes must be updated promptly.

5.2 Access credentials and company profiles created by Users are non-transferable. Unauthorized transfer includes use in the name and on behalf of a third party not being the contracting party, even affiliated companies, regardless of payment.

5.3 Users must prevent unauthorized third-party use. Users must protect their login credentials and passwords against third-party access and inform LASKEN immediately in case of suspected misuse.

5.4 Users are prohibited from:

- Misusing the platform or submitting unlawful or immoral content.
- Posting offensive, defamatory content or linking to such content.
- Misusing communication features, especially by sending spam.
- Using third-party protected content without authorization or engaging in unfair competition.
- Accessing data or systems without authorization or modifying the platform without permission.

5.5 Before uploading or transmitting data within the platform, Users must check for viruses and use up-to-date antivirus software.

5.6 Users must comply with these Terms of Use. In case of violations, LASKEN and its licensors are entitled to enforce claims directly. Users indemnify LASKEN against any third-party claims resulting from breaches.

## **6. Copyright**

All content and structures of the LASKEN Platform are protected by copyright and related rights. Reproduction, distribution, modification, or reverse engineering, in whole or in part, is prohibited without prior written consent unless otherwise mandated by applicable law.

## **7. Contract Duration, Restrictions, and Termination**

7.1 After the Test Phase, the user agreement continues for the agreed contract term and renews automatically unless terminated by either party with one month's notice before the end of the term.

7.2 The right to immediate termination for cause remains unaffected.

7.3 Important grounds for LASKEN to terminate without notice include:

- Repeated or significant breach of laws, court orders, or these Terms of Use.
- Insolvency proceedings against the User.
- Payment default exceeding three weeks after reminder.

7.4 In cases of material breach, termination requires a prior unsuccessful warning unless dispensable.

7.5 Termination must be in text form (email or letter). Notification is sufficient to [service@lasken.health](mailto:service@lasken.health) or the User's designated contact.

7.6 After termination, the User Account and stored data will be deleted unless legal retention obligations or legitimate interests require otherwise.

## **8. Defects and Liability**

8.1 Users must promptly report defects in text form, describing occurrence and circumstances. Response time is typically 48 hours.

8.2 LASKEN is not liable for the behavior of Users or success from facilitated contacts.

LASKEN does not monitor transmitted third-party content unless legally obligated.

8.3 LASKEN's liability is limited to intent and gross negligence or breach of cardinal duties. Liability for simple negligence is limited to typical, foreseeable damages.

8.4 Mandatory statutory liability (e.g., product liability, injury to life, body, health) remains unaffected.

## **9. Changes to the Software**

LASKEN may update the platform for technological, usability, legal, or licensing reasons.

Significant changes affecting core services will be announced at least four weeks in advance. Users have a two-week special termination right after notification. If unused, the contract continues with the updated software.

## **10. Access to and Use of Data, Data Protection**

10.1 LASKEN gains access to various data provided by Users and potential partners, including company metrics, product descriptions, images, and personal data (Art. 4 No. 1 GDPR).

10.2 Further data is generated during service use (e.g., communication logs, access analysis).

10.3 Data may be disclosed to third parties if legally required or necessary for service provision.

10.4 Data are deleted after contract termination unless retention is legally required or justified by legitimate interests.

10.5 After termination, Users no longer have access to stored data.

10.6 Further details regarding the processing of personal data are outlined in LASKEN's Privacy Policy.

## **11. Final Provisions**

11.1 Should any clause be or become invalid, this does not affect the validity of the remaining provisions. The invalid clause will be replaced by a valid one that comes closest to the intended economic and legal purpose.

11.2 The contract is governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.3 The place of fulfillment and exclusive place of jurisdiction for all disputes is LASKEN's business location.