Scope of these General Terms and Conditions

Unless otherwise agreed, the General Terms and Conditions ("GTC") of Shore.com, Inc. (hereinafter "Shore") shall apply solely for customers in all contractual relationships in which Shore offers other companies, legal entities under public law, or special funds under public law (as defined below) services, including support and related advisory services. The regulations shall apply accordingly for pre-contractual relationships.

1. Shore and the Shore Contract
2. Conclusion of the Contract, Parties
3. Services provided by Shore
4. Additional separate conditions for the Service Module Shore App
5. Additional separate conditions for the Service Module Shore Web
6. Additional separate conditions for the Service Module Shore Cash
7. Service performance changes
8. Hardware sales
9. Remuneration and default in payment
10. Duties and obligations of the customer
11. Customer data and data protection
12. Liability for defects
13. Indemnification obligation of the customer
14. Limitation of liability
15. Contract term and termination
16. Confidentiality
17. Final provisions

1. SHORE AND THE SHORE CONTRACT

1.1 Shore. Shore is a developer of company software which operates its software in data centres and makes said software available to its customers over the Internet (also known as "Software as a Service" model).

1.2 Business address. You can find Shore's business address in the legal notice on Shore's website (www.shore.com).

1.3 Contract. The order form that the customer has signed, these GTC and the list of service specifications on Shore's website regarding the respective Service Module booked by the customer (see our [Full Feature List)](#) [("Serv](#)ice Specification") shall jointly comprise the "Contract".

2. CONCLUSION OF THE CONTRACT, PARTIES

Conclusion of the Contract. The Contract shall be concluded once (i) the customer signs an order form and Shore begins to provide Services to the customer or (ii) the customer and Shore agree upon the conclusion of a Contract by submitting an offer and declaring their acceptance (order confirmation) by e-mail or fax or via Shore's website (or through a combination of these communication methods).

2.2 No contract with consumers. Shore does not provide its Services to consumers but exclusively for the commercial or independent professional activities of the customer.

2.3 No right of revocation. As the customer is not a consumer, he or she shall not have any legal right of revocation.

2.4 No validity of third-party GTC. The validity of any provisions which deviate from or go beyond the present provisions is excluded. This shall apply in particular to the general terms and conditions of the customer, even if Shore accepts an order from the customer in which the customer refers to his/her general terms and

conditions and/or the general terms and conditions of the customer are attached thereto and Shore does not contradict them.

2.5 No use of Services by or on behalf of third parties. The customer's right to use Shore's Services shall be limited to business use by the company specified on the order form, including all legally dependent branches and sites in countries in which Shore operates. Surrendering use of or making the Services available to third parties, as well as their use by third parties, including affiliated companies, is prohibited. However, the customer shall be entitled to use the Shore Services to the contractually agreed extent to offer his/her services to end customers and to perform them.

SERVICES PROVIDED BY SHORE

3.1 Overview. Shore makes company software available to its customers which it runs in data centres for use over the Internet, and renders further related services such as website and app development as well as hosting/operation (jointly "Services"). Shore's Services consist of particular Service Modules (e.g. Shore Business Cloud, Shore Booking, Shore Cash or Shore Web) which the customer can order individually or together with other Service Modules on the order form, over the website or in another form from Shore. Details on the scope of service of the respective booked Service Module are contained in the order form and the respective Service Specification.

3.2 SaaS. Shore shall make the software of the respective booked Service Module available to the customer for use over the Internet. The Service Module is run on computers at one of the data centres operated by Shore. The customer shall obtain the non-exclusive, non-sublicensable and non-transferable right to access the respective booked Service Module using a browser and an Internet connection, and to use the software exclusively to support its commercial or independent professional activities during the term of this Contract. This includes the right, to the extent necessary, to save and execute program codes (e.g. JavaScript) on the respective user's computer temporarily (e.g. in the computer memory or web cache).

3.3 Widgets. Shore shall make programme codes available to the customer for integrating particular functions of a Service Module, especially customer websites (e.g. websites on the basis of WordPress or Facebook fan pages) ("Widgets"). Shore hereby grants to the customer, subject to the following provisions, the simple, non-transferable and non-sublicensable right to use the Widgets to integrate the respective booking function into websites of the customer (e.g. into the company's website and/or Facebook fan page), and especially to install them on servers operated by the customer or one of his/her Internet hosting service providers and to run the Widgets from there; this right shall be limited in time to the duration of this Contract. Complementary license and usage conditions of the relevant content management systems producers or social network operators (e.g. Facebook) may apply for the use of individual Widgets. In addition, the Widgets may contain third-party components which are subject to Open Source licence terms. These terms shall take precedence over this Contract in the event of a conflict.

3.4 Customer Apps. If indicated in the Service Specification of the respective Service Module, the customer can use individual functions of the Services through the apps offered by Shore for mobile end devices ("Customer Apps"). In order to use these, the customer must initially download the respective Customer Apps from the respective app store (e.g. Google Play Store, Apple App Store). In that case, the provisions of the respective app store operator shall prevail.

3.5 Setup. With the exception of the Service Module Shore Cash, the customer shall carry out the initial setup of the respective Service Modules (individual settings, data entry/import, implementation of plug-ins) him/herself. Therefore, Shore is not obliged to make any changes to the respective Service Module or Widgets in line with the customer's wishes.

3.6 Other services rendered by Shore. Shore shall only render accompanying technical services, such as the import of existing data of the customer into the Shore Business Cloud or the integration of particular functions into websites of the customer, as well as other services which are not expressly agreed in the Contract or

subsequently in text form only on the basis of a separate agreement.

3.7 Shore AdWords. If the Shore Business Cloud is booked, Shore shall provide the customer with the option of using Shore AdWords. The Shore AdWords feature shall be booked when the first advertisement is placed. Within the scope of this Service, Shore shall offer different search engine marketing services for the customer's website which shall constitute the subject matter of the agreement on rendering the Shore AdWords services. In the process, Shore has the option to save the advertising texts and the keyword list either on one of its own servers or on the server of the search engine operator. Shore shall continue to monitor the generated clicks and the related performance of the advertising texts and the keywords used. Shore shall be entitled, at its sole discretion, to amend the advertising texts and keywords for optimisation purposes.

3.8. Availability. Shore shall provide access to the respective Services to the customer with an availability as per the list of Service Specifications (cf. under Service Levels).

(a) Transfer point. Shore shall deliver its Services at the connection point of the data centre to the Internet used by Shore. The customer shall be responsible for the Internet connection between the data centre and him/herself. (b) Availability. When determining the actual availability, failures due to force majeure (e.g. strikes, riots, natural disasters, epidemics) shall be disregarded. System stoppages by Shore which the company deems necessary for safety purposes, provided that Shore has taken adequate precautionary security measures (e.g. denial of service attack, severe vulnerability in a used third-party software without an available patch), or those which Shore undertakes because the customer is in arrears with its contractual obligations (e.g. payment of the agreed fees) shall also be disregarded.

3.9 Support. Shore shall provide support free of charge to assist its customers with technical issues related to the use of its Services. Shore's support services shall be provided on weekdays from Monday to Friday from 9 am to 6 pm (PST). Excluded are statutory holidays. The time until the first response to e-mail enquiries may vary depending on capacity. Shore shall make every effort to react within a reasonable period of time. Enquiries received outside of regular support hours shall be deemed to have been received during the next business day. The support shall not include: general advice or training on marketing, legal advice, or setup work. Technical support for websites of the customer shall only be provided in the context of the normal service support to the extent the Widget is directly affected.

3.10 Documentation. Unless otherwise agreed, Shore shall only be responsible for providing user documentation as online help or a PDF handbook for the respective Service Model. No further documentation, training, instruction or commentary on the source codes of Widgets shall be provided.

3.11 No surrender of source codes, draft documentation or other information. All software, apps (whether web or native), websites, Widgets and other Services, as well as such software which has been programmed for or on behalf of the customer shall (unless otherwise agreed) be handed over to the customer or the third party only in executable code and without documentation (c.f. however, Clause 3.10). The customer shall have no claim to the surrender of the source codes, draft documentation or other information.

3.12 Services provided by third parties. Shore may employ third parties for the Service performance at its sole discretion; e.g. for the hosting of websites and apps, sending SMS and e-mails, and for online services to develop/provide apps.

4. ADDITIONAL SEPARATE CONDITIONS FOR THE SERVICE MODULE SHORE APP

4.1 If agreed upon in the Contract, Shore shall create on behalf of the customer a native app based on a web app and optimised exclusively for smartphones (mobile version of a website) for provision in third-party app stores (e.g. Apple App Store, Google Play Store).

4.2 If agreed accordingly, Shore shall carry out the following additional services over and above the

development of the native app for the duration of the Contract:

• provision of the native app in the app stores (e.g. Apple App Store, Google Play Store);

• operation and hosting of the native app as a technical service provider; and/or

• maintenance of the native app, whereby (i) changes to content will be made as desired and implemented at any time and within the shortest possible time, and (ii) design or structure changes shall be undertaken twelve months after the first design/structure change at the earliest.

4.3 The decision on the inclusion of the native app in a particular app store shall be made independently by its provider. Shore has no influence over that decision.

4.4 Shore cannot guarantee that the same name for the app is still available in different app stores.

4.5 Upon submitting the native app to an app store, the app shall be subject to the terms and conditions of the respective app store. These can be viewed at the app store in question. Shore shall be entitled to accept said conditions on behalf of the customer and to transfer any usage rights as provided by the conditions of the respective app store.

4.6 Where Shore carries out the operation and hosting of the native app for the customer, Shore will usually act solely as a technical service provider for the customer. The customer shall be responsible to its end customers as provider of the app for the content and the legality of the offer, and shall be identified as the app provider in his/her app. However, Shore reserves the right to publish native apps of the customer in the respective app stores in its own name with the consent of the customer.

4.7 Shore cannot ensure or guarantee any app download numbers. The customer shall be solely responsible for promoting the app.

4.8 DThe deletion of native apps shall comply with the conditions of the corresponding app store. Shore will arrange for deletion of the app upon termination of the Contract, or in the event the customer requests that it be done. Even after removing the native app (and its content) from the corresponding app stores, it is possible that there will be copies thereof beyond the sphere of influence of Shore.

4.9 Fees that have been paid, in particular for the creation and submission of native apps, cannot be refunded if native apps are not accepted by the respective app store for reasons not caused by Shore. In the event of rejection or subsequent deletion of the apps from one or more app stores, Shore will no longer be required to fulfil this part of the Contract and shall remain entitled until it has received the consideration. Otherwise, the Contract shall remain unaffected.

5. ADDITIONAL SEPARATE CONDITIONS FOR THE SERVICE MODULE SHORE WEB

5.1 If agreed upon in the Contract, Shore shall create a customer website and/or operate and host it as a technical service provider, as discussed with the customer and specified within the corresponding Service Specification. Unless otherwise agreed, the customer website shall be built live, but not listed in Google. However, Shore cannot guarantee that the customer website will not be traceable and accessible over Google.

5.2 After termination of the Contract, the customer shall receive the authorisation code of the customer website. From that moment, the customer shall be responsible for any licences, rights of use and exploitation which may be necessary for operating this website.

5.3 At the request of the customer, Shore shall support the customer with moving the customer website and/or with obtaining any necessary licences, rights of use and exploitation against payment of appropriate

remuneration.

6. ADDITIONAL SEPARATE CONDITIONS FOR THE SERVICE MODULE SHORE CASH

6.1 Depending on the individual Contract, the Service Module Shore Cash includes the following Services in particular:
(a) Provision and transfer of software (Shore Cash App) to the customer for temporary use – against remuneration – on particular mobile devices such as tablets and smartphones (hereinafter "Software"; in this respect a software lease contract); b) Provision of online accessible memory space and computer capacity against remuneration to run the Shore Cash Software in the Shore data centre over the Internet or through cloud computing; (c) Optional: Transfer of hardware to the customer for the use of mobile devices such as tablets and smartphones against a one-off payment.

6.2 The customer agrees that Shore shall carry out the registration in the respective app store with the customer's e-mail address in order to undertake the setup. In the process, Shore shall not gain access to any data which is meant for the customer.

6.3 The Shore Cash App shall be locked at the end of the agreed Contract term. All tax-relevant data of the customer shall be saved for 10 years in the cloud.

7. SERVICE PERFORMANCE CHANGES

The customer is aware that Shore's Service Modules contain a standard software technology which is either provided as a "software as a service", meaning that many customers have access to one centralised system, or which largely functions automatically. The economies of scale resulting from such a multi-tenancy or automated model can be only exploited if the solution is a single software product which can be further developed. The Parties therefore agree as follows:

(a) Good cause. Shore shall be entitled to modify its Services, Service Modules, portal pages and Widgets (including the system requirements) for good cause at any time. One such cause shall exist in particular if the change is necessary because of (i) a need to adapt to a new legislation or jurisprudence, (ii) to protect the system security, or (iii) to prevent abuse. (b) Further development. In addition, Shore can make reasonable changes to its Services, Service Modules, portal pages and Widgets within the scope of ongoing further development (e.g. deactivation of old functions which will largely be replaced with new ones), particularly to adapt to technical progress.

Shore will inform the customer about major and potentially adverse changes in good time, usually four weeks before they come into effect. If the legitimate interests of the customer may be detrimentally affected by a change, i.e. to the extent that adherence to the Contract can no longer be reasonably expected, the customer may terminate the affected Service Module with notice of one week before the announced amendment enters into force. If the customer does not serve notice, the change shall come into effect on the specified date. Shore shall point this out in the information.

8. HARDWARE SALES

8.1 Delivery. If Shore sells hardware to the customer, the goods shall be delivered to the address specified on the order form by the customer.

8.2 Retention of title. The delivered hardware shall remain Shore's property until it has been paid in full. Before the transfer of ownership of such goods, they may not be pledged or transferred as security.

REMUNERATION AND DEFAULT IN PAYMENT

9.1 Remuneration. For the provision of the Services during the Contract term, the customer shall owe Shore

the agreed remuneration outlined on the order form or later contractual amendments/supplements. The remuneration shall consist of a (usually recurring) basic fee for the selected Service Module and, where required, a usage-based usage fee (e.g. for sent SMS) and a one-time setup fee.

9.2 Special regulations on Shore AdWords. Regarding the use of Shore AdWords, the customer can determine his/her planned budget for search engine marketing on a daily basis. The customer agrees that the actual accruing fees for clicks can be up to 15% over the selected daily budget. The actual costs for placing advertising texts with the search engine and portal operators shall be invoiced by Shore at the beginning of each month for the previous month. Shore shall charge an additional service fee in the amount of 20% of the AdWords costs actually accrued by the customer for providing Shore AdWords.

9.3 Payment date. Unless otherwise agreed, the basic fee shall always be due in advance and the usage fee at the end of the respective billing cycle. The setup fee shall be due upon conclusion of the Contract.

9.4 Invoicing. Shore shall invoice its fees at the start of the Contract and thereafter on the same day of the next calendar month (e.g. if the Contract is concluded on 12 February, the subsequent invoices shall be issued on 12 March, 12 April, etc.). The basic fee shall be invoiced in advance; a possible usage fee shall be invoiced after the relevant usage. If an annual payment cycle is agreed, the basic fee shall be invoiced at the start of the Contract and then in each new contractual year in advance. Invoicing shall be performed by sending an invoice as a PDF to the e-mail address stated on the order form.

9.5 Payment. The payment of the invoiced amounts shall be paid – unless otherwise agreed – by means of Shore's external payment provider, being automatically deducted from the selected payment method (credit card). The collection is carried out after invoicing; in the case of annual payment at the beginning of each contractual year.

9.6 Net prices. All prices are exclusive of any statutory Value Added Tax.

9.7 Default in payment, blocking of access, termination. Upon becoming due, Shore shall be entitled to default interest in the amount of the respective statutory interest rate applicable. If the customer defaults on payment, Shore can temporarily block access to the provided Services, completely or partially, until payment has been made in full, provided that Shore has issued a corresponding warning and granted an appropriate grace period which has expired without results. During the blockage, the customer shall have no access to the data saved at Shore. If the customer defaults in payment of the remuneration or a substantial part thereof for two months, or, alternatively, in the course of a period of more than two calendar months in an amount corresponding to twice the monthly service charge, Shore shall be authorised to terminate the Contract as per extraordinary cancellation.

10. DUTIES AND OBLIGATIONS OF THE CUSTOMER

10.1 Legal use. The customer shall use Shore's Services only in compliance with these contractual provisions, without infringing any third-party rights (e.g. copyrights, intellectual property rights) and while conforming to all applicable laws and regulations. When using the software, the customer shall particularly comply with the rules on data protection, competition law, copyright law and with any applicable confidentiality obligations; furthermore, the customer shall not process malicious or unlawful data and shall not abuse Shore's Services in any other way whatsoever.

10.2 Cooperation of the customer, deadline for cooperation. Many Service Modules bookable by the customer (e.g. app or website development) require the cooperation of the customer. The customer undertakes to cooperate free of charge to the required extent during the rendering of the Services by Shore, particularly by providing all the data required for setting up the respective Service Module (e.g. access data to the website or contact details of the webmaster) and the necessary infrastructure and telecommunication facilities to access the Services. The customer undertakes to take any cooperative steps in a reasonable time and form, and to observe any agreed deadlines or reasonable deadlines for cooperation set by Shore. Unless agreed otherwise

in the Contract, a period of five working days shall be understood as a reasonable deadline/time for collaboration on the part of the customer. Shore shall not be responsible for delays which result from the customer's sphere of influence.

10.3 Deemed acceptance. The customer shall be obliged to accept the final draft of the work (e.g. app or website) created by Shore within five business days, provided it is free from any material defects. If the customer does not fulfil this obligation and does not claim any defects, the work shall be deemed accepted by the customer after this period has expired.

10.4 Security and responsibility of the customer. The customer shall maintain reasonable safety standards for the use of the Services by appropriately authorised users. The customer shall be solely responsible for evaluating the suitability of the Services for its business operations and observing all applicable legal provisions with regard to its data and use of Services.

10.5 Customer wishes and specifications. If it is specified in the Service Specification of a Service Module that particular Services will be rendered after discussion with the customer or in accordance with the requests/specifications of the customer, Shore shall make every effort to implement these agreements, requests and specifications insofar as these can be implemented by Shore with reasonable effort (proportional to the consideration from the customer). Shore does not guarantee an exact technical implementation of customer requests and is under no obligation to do so, either. For example, when using elements from existing websites of the customer, Shore will often not be able to exactly reproduce said elements.

10.6 Content provided by the customer. Some Service Modules (e.g. app or website creation) require the customer to supply the corresponding content (e.g. images, logos, texts, videos, design wishes, legal notice, etc.); Shore will then process said content and/or publish it within the scope of providing its Services. The customer undertakes to make the respective required content available to Shore in a reasonable time and in Shore's prescribed market-standard format. The content provided by the customer shall not be checked, legally verified and also not proofread by Shore. Shore shall also not produce, edit or make available texts, images, videos, graphics or logos (unless required for the technical implementation of the Service).

10.7 Rights of use over content provided by the customer. The rights of use over the content provided by the customer shall remain with the customer. Shore shall be entitled to use the content provided by the customer, particularly by copying, editing, distributing, making publicly accessible or publicly reproducing such content in any other way, provided this is required or reasonable within the scope of the provision of the Services. To this end, the customer shall grant Shore the non-exclusive, transferable, sub-licensable and geographically unrestricted right to use the content provided by the customer during the term of the Contract.

10.8 Responsibility for content provided by the customer. The customer shall be solely responsible for the content which he/she makes available to Shore and/or which is used by Shore at the initiative of the customer within the scope of the provision of the Services. The customer must ensure that he/she possesses all intellectual and industrial property rights and copyrights in the provided content (e.g. trademark rights, name rights, design rights and copyrights) to the extent this is required for the provision of Services by Shore. The customer also undertakes to refrain from making any content available which violates statutory prohibitions, is deemed to be immoral (in particular pornographic, racist, xenophobic, right-wing extremist or any other reprehensible content) or violates the rights of third parties (in particular general rights of personality). Shore shall expressly assume no responsibility for the violation of intellectual/industrial property rights of third parties, nor shall Shore be responsible for violations of statutory prohibitions, morality or of the rights of third parties through the content made available by the customer.

10.9 E-mails and text messages. The customer shall send newsletters, text messages, e-mails and other communications via the Services only to those recipients who have given their legal consent, or – if applicable – in cases where the requirements of the relevant law against unfair competition are met. When in doubt, the customer shall obtain information about the legal permissibility of any electronic communication.

10.10 Required information. The customer is legally the provider and operator of the websites, in which he/she integrates Widgets of Shore. Shore performs its work in this respect as a technical service provider only. The customer shall ensure that the legally required information is provided, for instance the legal notice and the privacy policy. The customer shall also ensure that e-mails and other communications contain all mandatory information.

10.11 Backups. The customer is obliged to retain copies of the data he/she introduces into the system, and to regularly make backup copies of the data collected using the Shore Service. In the event that the customer violates his/her obligation to maintain proper data backups, Shore's liability for any data loss shall be limited to those damages which would have occurred even if the customer had performed proper regular backups.

10.12 System requirements. Unless otherwise permitted by Shore, the customer must use the latest desktop browser version of Internet Explorer, Apple Safari, Google Chrome or Firefox. Further system requirements may result from the user documentation.

10.13 Tax-relevant data. The customer shall be responsible for storing data in accordance with legal requirements (in particular the requirements of commercial and tax law).

10.14 Payment services. All payment services shall be exclusively provided by an external payment service provider and be subject to its general terms and conditions. The customer agrees to provide Shore with complete information about him/herself and his/her company to enable Shore to use the services provided by this third-party entity. At the same time, the customer authorises Shore to transmit this information as well as any transaction data created through his/her use of these payment services to the payment service provider.

10.15 End-customer relationship. The customer shall be responsible for structuring the legal relationship between the end-customer and him/herself, and for the corresponding Contract conclusion in respect to the provision of his/her Services.

11. CUSTOMER DATA AND DATA PROTECTION

11.1 Customer Data. Data concerning end-customers which is (i) passed on by the customer to Shore (e.g. e-mail, name, address and other information), (ii) provided by the customer to Shore for import (e.g. data exports from other systems), and (iii) generated by the Shore Services (e.g. booking requests, appointments or chat content) (jointly "Customer Data") corresponds to the customer. Shore shall act solely as a technical service provider in this regard and treat such Customer Data as confidential. However, Shore shall be entitled to use Customer Data – also beyond the end of the Contract – in aggregated or statistical form for error analysis and further development of the software functions or for benchmarking.

11.2 Commissioned data processing. If the Customer Data is classified as personal data, the following shall be deemed to apply: Subject to the provisions under Clause 11.1 (3) above, Shore shall process Customer Data solely for providing the contractual Services on behalf of and pursuant to the customer's instructions. Shore shall take appropriate technical and organisational measures to protect the Customer Data. Regarding his/her relationship with Shore, the customer shall remain solely responsible for ensuring compliance with data protection rights and the legality of the collection, processing and use of Customer Data in accordance with statutory provisions. In particular, the customer shall obtain any necessary approval and provide a privacy notice.

11.3 Transaction data. In cases in which Shore's Services include the use of payment services provided by an external payment service provider, the corresponding transaction data shall be stored solely by this payment service provider and not by Shore.

12. LIABILITY FOR DEFECTS

12.1 Freedom from defects and quality. Shore shall provide the Services owed under the Contract free from

material and legal defects, provided not only service contract components are concerned. The Services shall be deemed free from defects if they have the agreed-upon quality and are suitable for the purposes laid out in the Contract. The software provided under the Contract satisfies the criterion of practical suitability and is of a quality typical for software of this type. A negligible reduction in quality shall not be considered. Claims due to any functional impairments or service interruptions shall be excluded if these malfunctions result from (i) incorrect or inadequate use of the Services (such as misuse in disregard of instructions contained in the user documentation) or (ii) use of the Services within a system environment and/or in combination with hardware, software or technical infrastructure which are defective or do not correspond to the requirements indicated by Shore to the customer. The obligation to remove any defects in the software provided under this Contract does not include its adaptation to changing operating conditions nor to technical and operational developments such as a change in the information technology environment, in particular a change in the hardware or operating systems (e.g. new mobile devices or operating systems), adaptation to the functionality of competing products or establishing compatibility with new data formats.

12.2 Customer specifications. The customer has verified before conclusion of the Contract that the specifications of the software meet his/her wishes and needs. He/She is aware of the essential operating features and conditions of the software.

12.3 Correction of defects. The customer shall immediately report any defects in the Services to Shore and explain the particular circumstances which led to them occurring. Shore shall remedy the defect within a reasonable period. In the case of software defects, Shore shall be entitled to show the customer temporary workaround options and to remedy the defect at a later moment by means of a software adaptation, provided this can be deemed reasonably acceptable for the customer.

12.4 Deadlines. Deadlines set by the customer must be in written form to be effective. There must be a reasonable grace period.

12.5 Initial defects. The strict no-fault liability of Shore for initial defects is hereby excluded. The fault-based liability of Shore shall remain unaffected.

12.6 Liability for hardware defects. Unless expressly otherwise agreed, the customer's claims for defects when purchasing hardware shall comply with the statutory provisions, with the following modifications:
(a) With regard to the quality of the hardware, only Shore's own information and the manufacturer's product descriptions shall be binding; public promotions and statements or other advertising of the manufacturer or third parties shall not be binding.
(b) The customer undertakes to have a knowledgeable person inspect the hardware according to commercial regulations immediately after delivery or from the moment it has been made accessible to him/her, and to immediately notify Shore of any defects identified, providing a detailed description of the identified defects. If the customer does not give such notice, the hardware shall be deemed accepted, unless the defect was not identifiable at the time of examination. The customer shall test each hardware module thoroughly for usability in the actual situation it will be employed in before starting productive use of the hardware. This shall also apply to hardware the customer receives in the context of supplementary performance where Shore is liable for defects and/or in the context of a maintenance agreement. The obligation to immediately notify Shore of defects shall also apply for hidden defects identified later from the time they are discovered; otherwise, the hardware shall be deemed accepted also with regard to these defects. In the event of a violation of the obligation to inspect and give notice of defects, the assertion of liability claims shall be excluded. (c) In the event that any defects are discovered, Shore shall guarantee warranty, at its discretion, either through rectification or replacement (supplementary performance). In the case of rectification, Shore shall not be obliged to bear any increased costs incurred if the hardware has been transferred to a place other than the place of performance, unless such transfer is in accordance with the agreed use of such hardware. (d) If two attempts to remove the deficiency have been unsuccessful, the customer shall have the choice of either demanding a reduction or withdrawing from the Contract. (e) Any claims for hardware defects shall expire 12 months after the delivery of the hardware. This shall not apply in the case of claims for damages due to hardware defects if Shore has unlimited liability by law according to Clause 14.

12.7 Statute of limitations. Any customer claims regarding Service defects that do not affect Service components governed by leasing law (e.g. regarding the provision of the Service Modules as Software as a Service) shall expire within 12 months. This shall not apply in the case of claims for damages if Shore has unlimited liability by law according to Clause 14.

12.8 Legal regulation. Apart from that, the relevant statutory rules for liability for defects shall apply.

13. INDEMNIFICATION OBLIGATION OF THE CUSTOMER

If Shore is made liable by third parties (including public authorities) for any illegal content, violation of intellectual/industrial property rights or copyrights, or other reasons from the customer's sphere of influence (as a third-party or co-disturber), for example by seeking an injunction, revocation, correction, payment of damages or otherwise, or if third parties assert claims against Shore concerning legal violations, alleging that the customer (culpably) failed to fulfil his/her statutory or contractual obligations (e.g. by sending e-mails and thereby infringing data protection or competition laws or by failing to include mandatory information), the customer shall indemnify Shore for any and all damages, disadvantages and costs (including reasonable legal fees incurred for legal defence). The customer is furthermore obliged to support Shore in any possible way to avert such claims.

14. LIMITATION OF LIABILITY

14.1 Exclusion of liability in certain cases. Shore shall only pay damages or reimburse futile expenses regardless of their legal basis (e.g. arising from obligations created by legal transactions and obligations similar to legal transactions, due to material and legal defects, breach of duty and torts) to the following extent:

(a) Shore's liability in the event of wilful acts is unlimited; (b) in the case of gross negligence, Shore shall be liable for typical damages that can be foreseen when concluding the Contract; (c) in the case of minor (simple) negligence, Shore's liability shall be limited to damages which result from a slightly negligent violation of essential contractual duties and jeopardise the fulfilment of the purpose of this Contract, or from the slightly negligent violation of duties which are essential prerequisites for the proper execution of this Contract and the fulfilment of which the customer must be able to rely on (e.g. complete loss of Customer Data without any possibility to reconstruct even old data). In this case, however, liability shall be limited to the typical damage foreseeable when concluding the Contract. Any further liability of Shore in cases of minor negligence shall be excluded.

Any other liability on Shore's part shall be excluded regardless of its alleged legal basis, except where Shore is legally liable for damages, including, but not limited to cases of injuries caused to the life, limb or health of a person, the undertaking of a warranty, the fraudulent concealment of a defect, or as provided by the applicable product liability law.

Shore shall be entitled to raise the objection of contributory negligence. The customer shall have the particular obligation to carry out data backups and to protect him/herself against malware according to the current state of technology.

14.2 No guarantees. All guarantees given by Shore must be in writing and shall only be interpreted as such if they are explicitly referred to as "Guarantees".

14.3 Limitation on the amount. In cases where Clause 14.1 (c) applies, Shore's liability shall furthermore be limited to an amount which corresponds to the consideration that Shore has received from such a customer in the last twelve months.

14.4 Employees and agents of Shore. The limitations of liability contained in Clause 14 shall also apply to claims against employees and agents of Shore.

15. CONTRACT TERM AND TERMINATION

15.1 Term. By purchasing or subscribing to Shore's services, the Merchant agrees to a minimum contract term of 3, 12 or 24 months (initial term), during which the Merchant is obliged to pay monthly for services of a value no less than the original subscription price. The minimum initial duration of 3, 12 or 24 months will be extended automatically for further periods of 3, 12 or 24 months, respectively (extended term), unless the contract is not terminated by Shore or the Merchant within the deadline of 30 days before the end of the initial or extended term. A valid credit card is required for paying contractual fees, which are billed on a monthly basis at the beginning of each subscription month and are non-refundable.

15.2 Form. Services can be cancelled in writing, by fax or e-mail. Terminations on behalf of the customer shall be sent by e-mail to service@shore.com

15.3 Extraordinary termination. The right to an extraordinary termination shall remain unaffected. A good cause which entitles Shore to extraordinary termination shall exist in particular when the customer sends illegal advertising e-mails using the Services, allows third parties to use the Services or uses the Services for third parties (c.f. Clause 2.6).

15.4 Data at the end of the Contract term. At the end of the Contract term, the customer shall no longer be able to access his/her Customer Data. It is the customer's responsibility to export any Customer Data before the end of the Contract term using the export function of the Shore software and to store it for further use. Shore has no obligation to hand over Customer Data beyond that point (e.g. providing an SQL dump or in any specific format). Shore shall delete the Customer Data at the end of the Contract term, unless Shore is legally required to store it. If the data elimination is possible only with disproportionate effort (e.g. in backups), Shore can instead block access to such Customer Data in compliance with data protection norms.

16. CONFIDENTIALITY

16.1 Shore and the customer undertake to protect all information, data and documentation that they gain access to before and within the scope of fulfilling the Contract and that have either been designated as confidential or are deemed to be confidential in accordance with the circumstances of their passing on or their content, including all records and copies created for this purpose and this Contract (jointly "Confidential Information") for an unlimited time in the manner they protect their own equivalent confidential information, or at least treat them as confidential with the due care of a prudent merchant. Passing on information to third parties is only permitted if this is required to exercise rights or to fulfil the Contract, and such third parties are subject to largely similar confidentiality obligations as those regulated herein.

16.2 Clause 16.1 shall not apply if Confidential Information (i) is publicly available at the time of the disclosure without prior infringing activity or omission contrary to duty on the part of the receiving party; (ii) was already in the possession of or known by the receiving party; (iii) was legally disclosed without constraints to the receiving party by another person; (iv) has been developed by the receiving party without access to any Confidential Information of the disclosing party; or (v) must be disclosed due to an administrative order in accordance with statutory or regulatory provisions or due to a legally binding court ruling.

16.3 Neither of the Parties shall use the name of the respective other party in advertising or similar activities without their prior consent. However, Shore shall be authorised to use the customer's name in customer reference lists, or within the scope of its marketing activities.

17. FINAL PROVISIONS

17.1 Transfer of Contract. The customer may not assign or transfer the Contract or contractual rights or duties to third parties without Shore's prior written consent. Shore shall be entitled to transfer the contractual relationship with the customer to any company affiliated with Shore.

17.2 Amending the Contract and the GTC. Shore shall be authorised to modify the content of the existing Contract as well as these General Terms and Conditions with the customer's consent. Such consent shall be deemed to have been given if the customer does not object to a change within four weeks of receiving the corresponding notification. Shore shall announce the planned change to the existing Contract (in particular price adjustments) as well as to these GTC in a timely manner, i.e. at least four weeks in advance. Within the scope of a notification of change, Shore commits itself to draw the customer's attention to the consequences of a failure to object thereto. If fundamental rights of the customer or fundamental obligations of Shore to the customer were more than just minimally affected by a planned change to the existing Contract or these GTC to the detriment of the customer, Shore shall enable the customer to withdraw from the Contract through early termination before the effective date of the change. In such cases of extraordinary termination, Shore shall refund proportionally any fees paid in advance by the customer for the period after the termination date.

17.3 Declarations. Unless otherwise provided for, notifications and declarations can only be made in writing (e.g. by e-mail). Shore can use the customer's e-mail address indicated on the order form for this purpose. The customer agrees to inform Shore of any changes thereto without undue delay.

17.4 Text form. Amendments to this Contract must be made in writing (e.g. via e-mail, letter or fax). The same shall apply to an abandonment of this form requirement.

17.5 Offsetting, retention. The customer can only offset claims by Shore against undisputed or legally established claims. A right of retention or the defence of unperformed contract shall only be available to the customer for undisputed or legally established counterclaims resulting from this contractual relationship.

17.6 Applicable law. This Contract shall be governed exclusively by the laws of the State of California, under exclusion of the UN Convention on Contracts for the International Sale of Goods. Conflict-of-law rules shall not apply.

17.7 Place of jurisdiction. If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction shall be that at the place of Shore's registered office. Shore shall still be entitled to take legal action against the customer at the place of his/her registered office.

17.8 Severability. Should any individual provisions of this Contract be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by another valid provision which corresponds to the originally intended purpose and the economic result the Parties would have agreed upon in good faith. The same shall apply in the event of a contractual gap.

Shore Full Feature List

Here's a list of all of Shore's features which save you time, help you organise your day and automate many of your tasks.

Shore Run

Cloud-based online calendar

Online booking via our booking widget (installed on an existing website)
Appointment management
Appointment confirmations and reminders via email
Optional online payment processed by selected payment service providers
Option to charge a reservation fee during online payment
Payment process compliant with the highest security standards

Customer management

Customer database
Customer profiles
Option to add personal notes
Creation of customer groups
Messenger to communicate with customers
Customer feedback

Shift planning

Enter working hours and absences
Internal messenger to communicate with employees

Accessible via PC, as well as via our app for iOS and Android (up-to-date software required)

Shore Grow

Grow Starter
Text message reminders
Newsletter marketing
Tool for creating and sending email newsletters
Ready-made design templates
Content is provided by the customer
Option to attach files via drag & drop
Option to select customer groups as recipients
Google AdWords management
Contact / Lead Form

Grow Prime
Grow Starter +
Website
Mobile responsive website incl. SEO and analytics
No guarantees for a specific ranking
Customization
Creation (optional) using a website builder
Maintenance and hosting (this does not include regular complete rework)
Up to 10 subpages
Optional creation of a website (using a website builder)
Possibility to reset content and to republish website
Blog on website
Using a website builder
Content provided by customer

Presence Plus

Online booking via Facebook and Google

Online directories incl. review management

Business App

Customized app for iOS & Android	Updates and maintenance included	Push notifications
Design	Integrated booking feature	
Option to add modules such as photo galleries or Google Maps		