

Terms and Conditions for Service Providers

1. Introduction

Welcome to Reachaus. This document defines the Terms and Conditions for the platform/website/app provided by Reachaus UG (haftungsbeschränkt), located at Ottweilerstr. 12, 81737, Munich, Germany (hereinafter also referred to as the "Company" for convenience) listed at local court (Amtsgericht) München HRB 268284, Tax ID: 143/174/45750 and VAT-Id: DE 346304543. The Terms and Conditions govern your access to and use of the website www.reachaus.com, www.reachaus.de and its related subdomains, mobile apps, services, tools and their extensions, which you can access via smartphones or tablets or any other device that has an internet connection (hereinafter, for brevity, also the "Website", "Platform", "App", "Reachaus" or "Reachaus UG"). Before you start navigating the Website and before you register on it, as part of our correctness, transparency and in accordance with legal obligations, we invite you to carefully read these General Terms and Conditions (hereinafter, for brevity, also the "Terms and Conditions"), which regulate the use of the services offered through the website, the platform, the app or Reachaus UG (haftungsbeschränkt). For purposes of these agreements, the Terms and Conditions for service provider shall be deemed to include any notices, legal notices, information, or disclaimers posted on the site, as well as the Terms and Conditions accessed through links pointing to this page. The Terms and Conditions can be accessed via the link on the website and in the Reachaus Mobile apps. They are also explicitly available in the automated email sent by Reachaus at profile registration. The Terms and Conditions and all other legal/non-legal conditions shall enter into force upon their express acceptance during the profile registration process. For better readability of personal names & personal words, we use the masculine form. These Terms and Conditions apply to all genders (m/f/d).

The commercial use of the service provider platform/app requires registration on the platform, implies the express and complete acceptance of these Terms and Conditions and the consequent obligation for each user/service provider to comply with them. If service providers do not agree to be bound by this Terms and Conditions, it is forbidden to access, register with, or use the Reachaus website, platform, app or Reachaus UG in any way or its related services.

2. Terms used in this Document

"Website", "Platform", "App", "Reachaus UG (haftungsbeschränkt)" or "Reachaus": the web portal www.reachaus.com, www.reachaus.de, the mobile application for Android and iOS. All websites, mobile or other applications, software, processes, and any other services offered by or through the website of Reachaus or by Reachaus UG.

"User": natural or legal person who has reached the age of 18 and has legal capacity, who completes the registration procedure on the platform by creating an account with Reachaus to use the services offered (hereinafter also "Services"). A User may be both a customer and a service provider.

"Customer": natural or legal person who requires the help of a service provider registered on the platform for the provision of one of the services offered (hereinafter also referred to as "Service").

"Service Provider": natural or legal person who commercially/freelance performs one of the activities advertised on the platform and has registered with Reachaus to provide these services for the benefit of customers (hereinafter also referred to as "service offered").

"Content": text, graphics, images, music, software, audio, video, information, or other materials, including but not limited to profile information, service requests, offers, messages, reviews and other information or materials available on or through the platform.

"Reachaus content": all content that Reachaus makes available on or through the platform, including content licensed from third parties, but excluding user content (defined below).

"User content": all content sent, posted, uploaded, or transmitted on or through the platform by a user, including but not limited to photos, profile information, descriptions, postings, reviews, and payments made through the site, excluding Reachaus content and Reachaus feedback.

"Collective content": the aggregate of user content and Reachaus content.

"Registration": the process of registering on the platform by creating a Reachaus account.

"Customer service": the totality of the services that include the possibility and option for the registered customer (non-exhaustive list):

- to make a request on the platform for the provision of certain services to book the available service provider.
- evaluating each service provider based on the parameters displayed on the platform; selecting the service provider he/she considers most suitable to perform the activity he/she is looking for by submitting the request; once the booking has been accepted by the service provider, the booking can be completed on the date and time slot indicated.
- leaving a rating (denoted by a "star rating) on the profile of the responsible service provider who has provided a service to the customer, after the completion of the job through the platform.

"Service(s) offered": a set of services that include the possibility and option for the user registering as a service provider (non-exhaustive list):

- to receive requests for the provision of certain services from customers.
- to evaluate which of the requests sent by customers are to be answered.
- to earn credits to respond to requests posted by customers on Reachaus.
- to respond to the requests posted by customers by using the corresponding chat on Reachaus.
- send quotes to customers and arrange times and methods for the performance of the services offered through the online booking platform; communicate with other registered users using Reachaus.

"Services": the totality of the services offered on the platform.

3. Eligibility of Membership

Reachaus wishes to ensure that its members can form legally binding contracts and further those minors do not purchase any unsuitable content. Therefore, the platform and the offered services are intended for users and service providers who have reached the age of 18 (eighteen), with full capacity to act and validly enter into contracts and agreements for the provision of services. It is at the discretion of user/ service provider to fully understand and accept the clause, Reachaus is not making any explicit checks neither verifying the birth dates, age of the users and service providers at the time of profile registration. Without prejudice to any other rights and remedies of Reachaus under this Terms and Conditions or at law, Reachaus reserves the right to limit or withdraw access to the app or the membership of any person/user if Reachaus believes that person is under the age of 18 years or is incompetent of handling a profile on Reachaus offered platforms. The app is not available to persons whose membership has been suspended or withdrawn by Reachaus UG.

By registering as a "Company or a business entity", the service provider represents and warrants that it has the authority to bind the company to these Terms and Conditions and that the company will comply with all applicable local laws & regulations regarding online commerce and any other applicable for the business.

By registering as an "Individual", the service provider represents and warrants that it has the authority to bind to these Terms and Conditions and that they will comply with all applicable local laws & regulations regarding online commerce and any other applicable for the business.

No individual or entity may register more than once as a member of the app.

The service provider declares and guarantees that it has the means, knowledge, organization, legal registration, organizational capabilities, including in terms of material and technical resources, necessary to ensure the effective performance of the services requested by the customers and in accordance with the agreed methods and, in any case, to ensure the ability and expertise of the personnel and third parties with whom the service provider cooperates.

The service provider understands and accepts that by creating and maintaining an account on the Reachaus platform, it avails itself of the opportunity to use the platform to access the leads/requests, the bookings of the Customers, send them messages/telephone calls, manage bookings/jobs, complete bookings/jobs, etc. The service provider understands and accepts that the use of the platform in no way guarantees that the customers will choose him/her/it and opt for the services offered by him/her/it.

The service provider understands and accepts that it is a Reachaus-only user and is not an employee, collaborator, partner, or agent (or similar) of the company, nor is it in a joint venture with it.

According to what has been said, Reachaus UG has neither the control nor the right or the possibility to control the services offered and provided by a service provider and the manner of their performance. Timeliness, service delivery and scope, communication with the customer, qualification of the service providers and the quality of the service delivered are the sole responsibility of the service provider and Reachaus has no influence on these results at any time.

4. Data Privacy

After the successful registration with Reachaus, Reachaus UG processes personal data that are necessary for the procurement of services. The processing of this data is subject to the General Data Protection Regulation (GDPR). The data privacy policy can be viewed [here](#).

5. Account and Registration Obligations

For use of the services offered by the service provider platform registration on the platform and creation of a mobile number verified account ("Account") is required. The service provider is aware that to use the functionalities of the platform and carry out the request successfully, it is necessary to verify the mobile number and email entered in the account creation process and follow all the subsequent steps in the service provider verification process.

5.1. Verification of Mobile Number

To verify his mobile number, the service provider will receive an automated text message (SMS) containing the numeric OTP (one time password) or also called as PIN and this must be entered in the profile registration process. Only if the code entered by the service provider is correct, the mobile number can be verified, granted access to the subsequent account creation/ profile registration steps on the platform. The mobile number verification also confirms that the service provider is the owner or primary user of the mobile phone number. Messages and data rate may apply. If the mobile number entered by the service provider is not verified, the service provider account cannot be created and subsequently not follow the account creation steps for the service provider.

5.2. Verification Service Provider Profile

Once the mobile number is verified and the profile registration is completed, a temporary service provider account will be created to perform the necessary steps for activation. Temporary service provider data will be stored for maximum 30 days and will be automatically deleted after the specified time-period.

In the service provider verification process, service provider must upload relevant personal ID, tax related documents, address proofs etc. to verify the legitimation of the information provided in the profile creation process. The user who uses the services as a service provider undertakes to provide a personal tax ID or other identification documents which he/she guarantees to have legitimately available. The service provider is aware that, to use the services and features in the service provider app, it is necessary to wait for the verification of

the data entered in the profile. It is emphasized that Reachus performs a non-formal check on the information entered in the service provider profile.

Service provider must explicitly enter in the verification process, what kind of services he/she would like to offer, the relevant price, discounts on bulk bookings, cancellation period and the working hours. This information will be available to the customers/users accessing the Reachus customer app to book the services on the platform. Service provider at any time can change the related information from the "Manage services" section of the service provider app.

The service provider must also indicate the location at the zip code level where it wishes to make the customer bookings, the working hours, the taxes applicable to the services offered and the cancellation period applicable to the bookings. The service provider is responsible for setting its cancellation deadlines and Reachus is in no way responsible for the information entered by the service provider in their profile. Any information already present in the relevant fields is indicative and the service provider has the possibility to customize it according to the personal and business needs of his/her/it's company/person.

Once the verification process is completed by the Reachus backend team, the service provider obtains a verification result on his registered email and as in-app notification, indicating that the service provider has completed a process on his account or has met the (internal) revision standards, nothing else guaranteeing towards other users and service providers of the platform or third parties. Any description provided by the user must be considered prepared under his sole responsibility, and is to be understood as not approved, certified, or guaranteed by Reachus UG.

If the information entered by the service provider, according to Reachus internal standards, is not suitable for successfully completing the verification process, Reachus reserves the right to:

- request the modification of the information on the profile.
- request exhibition and copy of identity document.
- or any other relevant information or steps to complete the registration process.

The Service Provider understands that Reachus reserves the right to temporarily block the profile in accordance with Reachus' internal standards if the Tax Identification Number has already been entered into the profile and verified.

Reachus may (in its sole discretion and at any time), make any inquiries it considers necessary (whether directly or through a third party), and request that service provider to provide it with further information or documentation, including without limitation to verify the identity and/or ownership of the financial instruments. Without limiting the foregoing, if service provider is/are a business entity or registered on behalf of a business entity such information or documentation may include your trade license, other incorporation documents and/or documentation showing any person's authority to act on their behalf. Service provider agrees to provide any information and/or documentation to Reachus upon such requests. Service provider acknowledges and agrees that if it does not, Reachus without liability may limit, suspend, or withdraw your access to the app and/or your membership of the app. Reachus also reserve the right to cancel unconfirmed / unverified accounts or accounts that have been inactive for a long time.

If an account has been created but not verified, Reachus UG reserves rights to delete the data in 30 days.

5.3. Service Provider agreements

On becoming a member of the platform, service provider agrees that:

- You are responsible for maintaining the confidentiality of, and restricting access to and use of, your account and accept responsibility for all activities that occur under your account. You agree to immediately notify

Reachaus of any unauthorized use of your account or any other breach of security. In no event will Reachaus be liable for any direct, indirect, or consequential loss or loss of profits, goodwill or damage whatsoever resulting from the disclosure of your account login details or Mobile number or OTP/PIN. You may not use another person's account at any time, without the express permission of the account holder. You agree to reimburse Reachaus for any improper, unauthorized, or illegal use of your account by you or by any person obtaining access to the app, services or otherwise by using your designated account, whether you authorized such access.

- You will provide true, accurate, current and complete information about yourself as prompted by Reachaus's user registration form (the "Registration Data").
- Prices for services that are transferred to the app by the service providers must be gross prices, i.e. including VAT. When applying the small business regulation according to §19 (1) UStG. or signing up as a freelancer or similar, the VAT is not shown. The service provider assures Reachaus that he obliges to the legal regulations and the Price Indication Ordinance (PAngV).
- You will not include:
 - I. any false contact details, including but not limited to email addresses, telephone numbers or other personal details; or
 - II. the word "Reachaus", "Reachaus UG" or any subsidiary, related company to Reachaus in your registration user ID.
- Your store name or current business name shall/should not include the word "Reachaus", "Reachaus UG", "Reachaus UG (haftungsbeschränkt)" or any other subsidiary, related company to Reachaus UG.
- You will treat any other member's information provided to you (in accordance with these Terms and Conditions and the information on the app) by Reachaus or any other user as confidential.
- You will maintain and promptly update the registration data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or if Reachaus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms and Conditions, without prejudice to any other rights and remedies of Reachaus under this Terms and Conditions or at law, Reachaus has the right to indefinitely suspend, limit or withdraw your access to the app and/or your membership of the app.
- Prices for services that are transferred to the app by the service providers must be gross prices, i.e., including statutory VAT. When applying the small business regulation according to §19 (1) UStG. or freelancers or similar, the VAT is not shown. The contractor assures Reachaus that he observes the legal regulations and the Price Indication Ordinance (PAngV).

6. Booking Options on the Platform

Reachaus currently offers two different ways of booking services. If the customer books a service via Reachaus with a service provider, it is only a request to the service provider. If the service provider accepts the booking/request, it is the responsibility of the service provider to conclude the legally binding contract with the customer. The Terms and Conditions, privacy policy and cancellation policy of the service provider shall then apply. Reachaus has no influence on this, as Reachaus is only an intermediary between customer and service provider. There is no contractual relationship between the customer and Reachaus.

6.1. Normal Booking

Predefined or standardized services in the app can be booked in the "normal booking process". The customer can choose from a variety of standardized services offered on the platform, specify the address of the service, select the preferred date and time slot and available service providers will automatically be listed. In addition, the platform displays transparent prices (either hourly rates or as a fixed price) and ratings of the service providers. The customer can select the preferred service provider from the list and then send a booking request

directly to the selected service provider. Once the booking has been created and is in the "placed" status, the service provider is notified of the booking in the service provider app. In this booking type, the customer has selected and requested the service provider.

Upon receiving the lead, the service provider can accept or reject the lead request. If the service provider explicitly accepts the request, a predefined number of Reachaus credits will be automatically deducted from the service provider's credits account. Before debiting the credits, we indicate the number of credits that Reachaus will debit for providing the request. All information regarding the number of credits charged for various booking types can be found under the Fees section in the service provider app.

The credits will not be refunded to the service provider/company under any circumstances. In particular, even if no contract is concluded between the service provider and the client. The booking will be set to the status "accepted" in the app of the client and the service provider. No credit will be deducted if the request is not accepted.

It's important to maintain minimum 1 credit in the service credit account to be visible in the service provider list of customer app and receive a lead in the service provider app. Upon receiving a successful lead, service provider has a possibility to either "accept" or "decline" the lead within the specified period in the lead.

If the lead is accepted by the service provider:

- Booking status is changed to "Accepted" and customer is notified about the acceptance of the booking
- Required credits are debited from the credit account, more information available within the "Fees" section of the app.
- Debited credits will in no case be refunded to the service provider.
- Customer details are made visible to the service provider.

If the lead is declined by the service provider:

- Booking status remains "Placed" and customer gets a notification to forward request to other service providers.
- No credits are debited from the credit account of the service provider.
- Customer details are not made visible to the service provider.

If the lead is not accepted within the specified period by the service provider:

- Booking status remains "Placed" and customer gets a notification to forward request to other service providers.
- No credits are debited from the credit account of the service provider
- Lead moves to "Timed out lead" section
- Customer details are not made visible to the service provider.

6.2. Custom Service Request

Custom service requests give possibility to the users to send an individualize and customize booking to wide range of service providers. The request is publicly available to all the service providers registered under the selected service category. Service providers under the quotations section of the app, can look for custom bookings and can contact/ look up the contact details of the customers by deducting predefined Reachaus credits, which shall not be reimbursed back to the service provider/ company on any circumstances. Even if no contract is concluded between the service provider and the customer. Before debiting the credits, the number of credits to be debited are shown in a pop out screen. It is expressly pointed out that credits are due upon express acceptance of the request by the service provider. After the acceptance of the request, service provider can send the customer an offer or a quote or ask for more detailed info or exchange outside the app.

7. Service Provider Credit Account

- The Reachaus provider app has a very simple credits-based system. Each service provider needs minimum number of credits on their account to receive the bookings/leads. The credits can be purchased directly in the provider app by making an online payment or by using a promotional code.
- All promotions, credit points or any form of benefits will be given to customer at the sole discretion of Reachaus UG (haftungsbeschränkt). Reachaus and its team decides to which provider/account/user the benefits must be given. There are no general entitlements to the credit points. If a provider wants to purchase / upload credit points into his account, there are many possibilities such as transferring the equivalent fees to Reachaus official bank account, paypal account or by linking credit card in the Provider app.
- After activation of the profile, the service provider has 0/ zero credits on the account. To be visible to customers in the booking area and receive leads/bookings, the credit account must be topped up with minimum 1 credit.
- The service provider's account receives an automatic push notification in the app as soon as the available credit is "below the minimum balance" required to receive a single booking/lead. New bookings/leads will not be accepted until the "minimum balance" is reached. This does not affect upcoming bookings.
- Predefined "credits" will be debited from the service provider's account upon successful acceptance of the booking/lead and will not be refunded to the service provider. Reachaus will indicate the number of credits that Reachaus will debit for providing the request before debiting the credits.
- Each service provider has 30 minutes to accept or reject the lead. If the lead is not accepted within this time-period, it will be considered a "time-out lead" and no credits will be debited from the service provider account.
- No credits will be debited if the service provider has declined a lead/request.
- Credits in the account cannot be refunded, withdrawn, or transferred to a third-party account, another Reachaus user/service provider, bank, or any other individual/institution.
- Once the lead/request has been accepted by the service provider, the credit balance will not be refunded to the service provider's account under any circumstances, e.g., cancellation of the booking by the customer/service provider, rescheduling of the appointment or any other matters/situations/possibilities etc.

8. Electronic Communication

In accordance with the General Data Protection Regulation (GDPR) and local privacy policies, all customers and service providers agree that Reachaus may communicate with users, customers and service providers by email, text messages (SMS), by mail, by posting notices on the app, or through other communication channels. All customers, service providers and users agree that all agreements, notices, disclosures, and other communications that Reachaus provides electronically satisfy any legal requirement that they be in writing. Reachaus will provide notice of any new changes to the agreements or changes to the Terms and Conditions and make them available on Reachaus' website, app, or platform and provide notice when the changes become known. If the changes to the Terms and Conditions are not accepted, the app and the Platform can no longer be used.

9. Payments

- Germany is Reachaus UG (haftungsbeschränkt), country of domicile.

- All payments will be only accepted in EUR currency.
- Service providers are responsible for creating and sending invoices to the customer upon successful completion of every booking. Reachaus UG is not responsible for creating, neither for sending any invoices to the customers for any bookings. Customers and service providers can see all the booking related information within their account on the Reachaus platforms. Independently service providers can use the information in the app for creating the invoice but not limited to it. Customers and service providers shall independently agree upon the manner and Terms and Conditions of delivery, payment, and insurance as between each other. Reachaus holds no responsibility in respect of such arrangements.
- To receive leads in the service provider account, service provider must maintain minimum "Reachaus credit" balance in the account.
- Reachaus credits can be bought online through the platform by making an online recharge or using a coupon code. The equivalence of each credit to the recharge amount can be seen within the platform.
- In case the number of Reachaus credits drops below the minimum credits then the service providers will stop receiving any new leads from the customers but can still complete the existing accepted bookings through the platform.
- If any service provider makes a payment on the platform, the details you are asked to submit will be provided directly to our 3rd party payment provider.
- The cardholder must retain a copy of transaction records and merchant policies and rules.
- We accept payments online using the methods supported by the 3rd party payment platform provider integrated on the website in EUR currency.
- The Pricing may vary based on selected requirements by the end user.
- Multiple payment requests may result in multiple postings to the cardholder's monthly statement.
- Customers and service providers shall independently agree upon the manner and Terms and Conditions of delivery, payment, and insurance as between each other and Reachaus UG holds no responsibility in respect of such arrangements.

10. Reachaus credit account for the service provider

- Reachaus service provider app (Reachaus Pro) has a credits-based system. Every service provider needs minimum number of credits in the account to receive and accept the bookings / leads or view customer information in the custom service request. The credits can be directly bought from the service provider app by making an online payment or by using a promotional code.
- All promotions, credit points or any form of benefits will be given to customer at the sole discretion of Reachaus UG (haftungsbeschränkt). Reachaus and its team decides to which provider/account/user the benefits must be given. There are no general entitlements to the credit points. If a provider wants to purchase / upload credit points into his account, there are many possibilities such as transferring the equivalent fees to Reachaus official bank account, paypal account or by linking credit card in the Provider app.
- Upon verification, the service provider will have 0/ zero Reachaus credits in the account and to be visible to the customers in the service provider listing page, account must be recharged with the credits.
- Service provider account will get automated in app push notification once the existing "Reachaus credits" are less than the minimum "Reachaus credits" needed to receive a single booking/lead. New Bookings/leads shall not be received until the level of minimum "Reachaus credits" are achieved. This will not affect the upcoming bookings.
- Predefined "Reachaus Credits" are debited from the service provider account upon successful acceptance of the booking/ lead and in no circumstances, the Reachaus credits shall be refunded back to the service provider account.

- Every service provider has predefined period to accept/ decline the lead, if not accepted within the timeframe, then the leads stand “Timed out “and no credits shall be debited from the service provider account
- No credits are debited if the service provider has declined a lead.
- Credits in the account cannot be reimbursed nor withdrawn nor transferred to any third-party account, other Reachaus user/Service provider, banks, or any other natural person/institution.
- Once the lead has been accepted by the service provider, in no circumstances e.g., booking cancelled by customer/Service provider, rescheduled etc. credits will be refunded back to the service provider account.
- In case, the service provider deletes the account or would like to stop using the platform, the reachaus credits, if existing within the account cannot be refunded, gifted, transferred, to any third party nor be exchanged for any kind of monetary benefit.

11. Using the Platform/Website/App

While using the platform, it is not allowed:

- post Information or content or list of services in an inappropriate category or areas on Reachaus platform;
- post services that do not have a right to link to or include;
- post Information that is (in our sole discretion) false, fraudulent, inaccurate, misleading, libelous, defamatory, slanderous, unlawfully threatening or would be reasonably considered to constitute harassment;
- post comments, questions or answers that are not factual in nature including without limitation make any racist comments, use profanity, abuse another user, disrespect another's culture or make any other derogatory or inappropriate comments;
- post counterfeit or stolen services;
- post Information or services which infringe any third party's intellectual property rights, other proprietary rights or right to privacy;
- post obscene Information or content, including but not limited to pornography or any representation which may (in our sole discretion) be considered indecent;
- post Information or content which may (in our sole discretion) constitute offensive or critical political content or content that is contrary to the public interest;
- post any Information or content or list services which may (in our sole discretion) be considered culturally or religiously offensive in any way;
- post any Information or content or list services which (in our sole discretion) may not follow general EU & other local laws and regulations, rules, morals, values, ethics and traditions;
- post Information or content or list services which may (in our sole discretion) threaten national security;
- post Information or content or list services which may (in our sole discretion) constitute or be considered to promote gambling;
- use "keyword spamming" in listing services for sale (when you place brand names or other inappropriate keywords in a title or description for the purpose of gaining attention or diverting members to a listing);
- fail to deliver services purchased from you, unless the customer fails to meet the posted terms, or service provider cannot authenticate the customer's identity;
- attempt to conclude transactions relating to an offer for sale on the platform (including by cancelling an offer of sale) outside of the platform;
- use contacts made by buying or selling on the platform to solicit (including by email or otherwise) sales on other services directly and/or from another platform;

- claim a service was not sold when in Reachaus UG's sole discretion the services were sold in accordance with this Terms and Conditions and other policies;
- manipulate or attempt to manipulate the platform in any way including the prices of any services on the platform (either alone or in conjunction with other users and service providers);
- circumvent or manipulate our fee structure, the billing process, or fees owed to Reachaus UG;
- take any action that may undermine the platform feedback and ratings systems (including but not limited to the display, import or export of feedback information off the platform or use of such information for purposes unrelated to Reachaus UG);
- transfer your platform account (including feedback) and mobile number to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming technologies that may harm the platform, or the interests or property of the platform's users and service providers;
- create liability for Reachaus UG or cause Reachaus to lose (in whole or in part) the services of Reachaus UG Intellectual properties (IP/ ISP) or other suppliers;
- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- interfere or attempt to interfere with the proper working of the platform;
- attempt to take over another user's account or carry out any hacking or phishing of the platform or user accounts and related features;
- export or re-export on platform except in compliance with the export control laws of any relevant jurisdictions;
- copy, modify, or distribute any content from the platform or otherwise infringe the platform's copyright material and/or trademarks in any way;
- violate any laws, rules, regulations, guidelines, third party rights or our policies;
- Violate any Reachaus UG policies or Terms and Conditions posted on the platform from time to time;
- Directly or indirectly offer, offer to offer, attempt to offer, attempt to trade, or include descriptions of or links to any of the following services (and not limited to below):
 - securities, including shares, bonds, debentures, or any other financial instruments or assets of any description;
 - living or dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws;
 - liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, palliative/curative substances;
 - religious items, including books, artifacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person;
 - antiquities and art treasures as defined in applicable laws pertaining to antiquities and national treasures;
 - used cellular phone SIM Cards, except if the transaction is in accordance with the local operators' rules pertaining to transfer of ownership of the same;
 - services that to your knowledge are fake, false, or misleading or that may through normal use harm another app user's interest or health;

- Reachaus draws your attention to the legal provisions for combating illegal employment. It is prohibited to perform and/or offer illegal work or to break other regulations and laws related to it.
- A separate permit/approval or master craftsman's certificate is required by law to perform certain services. Reachaus points out that you, as a service provider, are solely responsible for possessing these permits and legal requirements.

12. Copyright

All content included on the Platform, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property and copyrighted work of either Reachaus UG (haftungsbeschränkt), its customers and service providers, its content suppliers, or its licensors, and is protected by copyrights, trademarks, patents, or other intellectual property rights and laws. The compilation of the content on the platform is the exclusive property and copyright of Reachaus UG (haftungsbeschränkt) and is protected by copyrights, trademarks, patents or other intellectual property rights and laws.

13. Trademarks

Reachaus UG (haftungsbeschränkt), "Reachaus", associated logos and other words and logos/symbols on the app are either unregistered trademarks or registered trademarks of Reachaus and are protected by European trademark laws and other intellectual property rights and laws. Reachaus UG (haftungsbeschränkt) trademarks may not be used in connection with any service that is not Reachaus UG (haftungsbeschränkt), or in any manner that disparages or discredits Reachaus UG (haftungsbeschränkt). All other trademarks not owned by Reachaus UG (haftungsbeschränkt) that appear on the app are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Reachaus UG (haftungsbeschränkt).

14. Abusing Reachaus

Reachaus reserves the right to restrict, suspend or revoke a user's access to the platform, the app and/or membership in the app, or to remove hosted content and data. In addition, Reachaus may, in its sole discretion, take further technical and/or legal action against users and service providers who cause problems or potential legal liabilities of any kind, who infringe any third-party intellectual property rights, or who act inconsistently with these terms or our policies. Please report any problems of any kind or violations of these Terms and Conditions to Reachaus UG via the contact page on the platform or by email to team@reachaus.com. If you believe that your intellectual property rights have been infringed, please notify Reachaus via our contact page on the platform or by email to team@reachaus.com. Without prejudice to any other rights and remedies of Reachaus UG under these Terms and Conditions or under the law.

15. Indemnity

Service providers and users agree to indemnify and hold Reachaus and its affiliates, officers, employees, agents, and suppliers harmless from all claims, demands, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred due to or arising out of your breach of this Terms and Conditions, or your violation of any law or the rights of a third party.

16. Relationship and Notice

Nothing in these Terms and Conditions shall constitute a partnership or agency between the service providers and Reachaus UG (haftungsbeschränkt), and the service providers shall have no authority to bind Reachaus in any way. The service providers are in no way employees, partners, or agents of Reachaus, nor is Reachaus giving instructions to the service providers. Reachaus acts as an intermediary, the service providers act on their own account and decide independently which requests to accept, and which work to perform. The service providers hereby confirm that Reachaus does not instruct, supervise, or limit the work of the service providers.

Reachaus UG, has neither the control nor the right or the possibility to control the services offered and provided by a service provider and the way they are performed. Timeliness, service delivery and scope, communication with the customer, qualification of the service provider and the quality of the service provided are the sole responsibility of the service provider and Reachaus has no influence on these results at any time.

17. Dispute Resolution

Reachaus is not responsible for ensuring that the mediation of services is protected from fraud by a service provider on the app or vice versa. If disputes and legal matters arise, contract law and criminal law between the customer and the service provider will apply. If a customer has purchased a service on the app and never received it or has received a service whose value is significantly less than described by the service provider, the customer may contact Reachaus via the preferred communication platform or email team@reachaus.com. Reachaus may, without obligation, investigate the matter and attempt to mediate. If it is determined (by Reachaus in its sole discretion) that the service provider intentionally defrauded customer with respect to the service, Reachaus will assist customer to obtain a refund from the service provider. There is no legal right to do so, the assistance in dispute resolution is non-binding and without legal claim. Reachaus may restrict, suspend, or revoke service provider's access to the platform and/or service provider's membership and Reachaus may charge service provider Reachaus' costs for the refund process, any processing, shipping, and other operational/overhead costs. Reachaus reserves the right to take any further action it deems necessary, including but not limited to legal action.

If any dispute, claim, controversy or difference (including in respect of tort or statutory claims) ("Dispute") arises out of or in connection with these Terms and Conditions, including (without limitation) any question concerning the formation, existence, scope, performance, interpretation, validity or termination of these Terms and Conditions or this clause, or questions concerning the legal relationships created by these Terms and Conditions or the consequences of their invalidity, the parties shall first attempt to resolve the dispute amicably by negotiating in good faith for a period of thirty (30) calendar days, commencing on the date one party first provides written notice of the dispute to the other party.

If a dispute has not been amicably resolved after the expiration of these sixty (60) calendar day period, the parties hereby agree that even after the expiration of the sixty (60) day period, before seeking legal counsel, they will attempt to resolve the dispute out of court by appointing a third-party mediator. If the dispute is not resolved, the dispute shall be submitted to binding arbitration in accordance with the recognition rules of German law and finally settled. The arbitration shall be conducted in the English language and the award shall be in the English language. The foregoing provisions of this clause shall be without prejudice to Reachaus' right to seek interim relief at any time from a court of competent jurisdiction (whether an arbitrator has been appointed) and Reachaus shall not be deemed thereby to have breached this arbitration agreement or to have violated the arbitrator's powers.

18. Transfer of Rights and Obligations / Assumption of Contract

All users hereby grant Reachaus UG the right to, and irrevocably acknowledge and agree that Reachaus UG may at any time, transfer all or any part of its rights, data, benefits, obligations, or liabilities (whether express or assumed) under this Terms and Conditions to any of its affiliates, 3rd parties etc. without requiring any further

specific agreement. Users and service provider (all platform users) directly may not at any time, transfer all or any part of your rights, benefits, data, obligations, or liabilities (whether express or assumed) under this Terms and Conditions.

19. Withdrawal of Access and/or Membership

If you intentionally violate applicable law or these Terms and Conditions or make fraudulent statements, Reachaus may take necessary measures. For minor violations, we will notify you in writing of the violations that have been committed. More serious violations may result in temporary suspension of the account or permanent suspension of the account. If the violations are of a very serious nature, this will result in termination of membership without notice.

20. Quality/Performance/Guarantee/Warranty

Reachaus UG provides the platform and its services on an "as is" and "as available" basis without any representation or endorsement made and without any warranty or guarantee of any kind whether express or implied, including but not limited to warranties of title, merchantability, fitness for a particular purpose, compatibility, security, accuracy, and non-infringement. Reachaus UG makes no representations or warranties about the accuracy, reliability, or completeness of any content, information, software, text, graphics, links, or communications provided on or using the platform or that the operation of the app will be error free and/or uninterrupted. Reachaus makes no warranty that defects will be corrected or that the platform or its servers are free of viruses or anything else which may be harmful or destructive. The nature of Internet communications means that this platform may be susceptible to data corruption, interception, non-availability, and delays. The platform may also be unavailable from time to time due to repairs, maintenance, or development work. All users and service providers agree that Reachaus has no obligation to provide support for the app. Users and service providers expressly agree that you use the app at your own risk.

Based on the foregoing, Reachaus UG has neither control nor the right or ability to control the services offered and provided by a service provider or the way they are performed. Timeliness, service provision and scope, communication with the customer, qualification of the service providers and the quality of the service provided are the sole responsibility of the service provider and Reachaus has no influence on these results at any time.

21. Limitation of Liability

- If users, customers, or service providers are dissatisfied with the app or any content or materials on it, the sole exclusive remedy is to discontinue your use of it. Further, you agree that any unauthorized use of the platform, website, mobile app, and its services because of your negligent act or omission would result in irreparable injury to Reachaus UG and its brand name. Reachaus UG shall treat any such unauthorized use as subject as stated within the Terms and Conditions and required legal action will be initiated.
- Based on the foregoing, Reachaus UG has neither control nor the right or ability to control the services offered and provided by a service provider and the way they are performed. Timeliness, service delivery and scope, communication with the customer, qualification of the service providers and the quality of the service provided are the sole responsibility of the service provider and Reachaus has no influence on these results at any time.
- Reachaus activates service providers account, at its own discretion and referring the internal standards, for customers only after your activation documents have been transmitted (ID, trade license, etc.). Reachaus is not liable for the information in the profile or the documents of the service provider.

Reachaus is also not liable for whether the service provider complies with the necessary legal requirements to perform the service.

- It is in the obligations and pre-requisite of service provider to attain required skills, knowledge, tools, certificates, qualification, experience, trainings or fulfil any other legal/local requirements to perform the job/booking within the category they are willing to get registered. Reachaus performs and neither has capabilities to perform any kind of background checks to verify the required skills for the providers registered in the category. In any situation, Reachaus UG (haftungsbeschränkt) must/cannot not be held responsible for providers not having required skills, tools, certificates, qualification, experience, trainings or fulfil any other legal/local requirements to perform the job/booking. By accepting, the terms and conditions, service providers take a full legal responsibility to gain required knowledge, skills, legal requirements etc. for the job and also the service categories where they are registered in the Reachaus platform.
- Reachaus does not guarantee the suitability of the service provider, availability or quality of the service offered by the service provider and does not assume any responsibility.
- Reachaus acts as an intermediary between the customer and the service provider and shall not be liable under any circumstances for any disputes arising from the use of the platform, app, website or related platform by the customer or the service provider. Reachaus is not responsible for the proper performance of the requested services, nor is it liable for any claims or damages arising from the legal relationship between the customer and the service provider.
- If Reachaus provides its own services to the customer or service provider within the scope of its offer, liability is generally limited to intent and gross negligence. This does not apply to damages to life, body, and health, to the violation of obligations that make the performance of the services possible in the first place (so-called cardinal obligations) as well as to obligations for which Reachaus has assumed a guarantee.

22. Severability Clause

If any clause of this Terms and Conditions shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of this Terms and Conditions. No person who is not a party to this Terms and Conditions shall have any right to enforce any clause or point of these Terms and Conditions. If the Terms and Conditions are translated into any language other than English and German, whether on the app or otherwise, the English and German text shall prevail.

23. Governing Law and Taxes

The contractual relationship and its performance shall be governed by and construed in accordance with German law. The Terms and condition of use are governed by and construed in accordance with German law. The sections will survive any expiry or cancellation of this Terms and Conditions for any reason. As a Reachaus platform user, all users are required to be aware of and comply with local regulations. Reachaus asks for your understanding that Reachaus cannot give any specific advice about taxes. Not only is the tax legislation different in every country, but the rules also differ depending on personal situation (e.g., student, employee, pensioner, self-employed, free lancers, small business owners etc.). If any users are not sure how to pay taxes on their income from Reachaus bookings, it is best to contact an expert or the local tax authorities. Reachaus does not withhold taxes for the platform users in any case. If any user needs an overview to find out the correct amount for their tax return, this can be done via the booking archive within the app or can be requested by contacting Reachaus. In this case, please mention the period for which the overview is needed.

24. Refund Policy

Refund between the service provider and Reachaus in terms of services purchased on the Reachaus platform:

- Any refunds between Reachaus and the service providers will be only made via the original payment method.
- An accepted request/lead does not constitute a guarantee that a contract with the end customer will be concluded.
- The legal relationship between Reachaus and the service provider is determined purely by these Terms and Conditions, it explicitly applies that a credit once used by the service provider is paid for a once accepted request and is not refundable in any situation. This also applies, if a contract subsequently concluded between the service provider and the customer becomes invalid or is not executed due to cancellation, withdrawal, revocation, or other legal reasons.
- Credits already purchased/charged by service providers cannot be refunded.

Refund between the service provider and customers:

- As mentioned in No. 25 of these Terms and Conditions, the service provider sets the cancellation and rescheduling period for the booking in the account verification process. In case the service was cancelled by the customer within the cancellation period specified by the service provider, the service provider cannot redeem any compensation from the customer.
- After the cancellation deadline has been exceeded, customer is no longer able to cancel on the platform. Service provider is eligible to send an invoice to the customer for non-timely cancellation of the booking. In exceptional cases, customers may agree with the service providers outside the platform to cancel the booking by way of exception. Reachaus has no influence neither is part of the whole refund process, this must be agreed and carried forward outside the platform within the customer and service provider.

25. Cancellation and Reschedule Appointments

- Service provider is responsible for setting the cancellation and rescheduling period for the booking in the account verification process. Service provider can change the time at any time from my account section.
- If the cancellation and rescheduling time has been changed, all the existing/ upcoming accepted bookings shall follow the period which was applicable at the time of placing the booking by the customer.
- If the service provider skips the “Cancellation & Rescheduling” time period section, Platform will by default take “0 mins” as a value which allows customer to cancel the booking any time before the start of the booking.
- Customer can reschedule or cancel the booking only based on the defined cancellation policy by the service provider during the booking process.
- If an accepted request does not result in a contractual relationship between the customer and the service provider, no refund of the credits already paid upon acceptance of the request will be made.

26. Device Warranty & Repair related Information

Reachaus is only an intermediary between users and service providers and is in no way affiliated with any OEM (Original Equipment Manufacturer). All warranty/guarantee issues must be discussed and agreed upon bilaterally between customers and service providers. Service providers cannot hold Reachaus responsible for any issues, disputes, problems, etc. that arise due to warranty/guarantee or repair issues.

27. Service Provider Conditions on the Reachaus Platform

Service providers agree to the following that:

- The service provider/supplier is/are responsible for their own belongings and should remain with the customers during the visit time. In case of loss or damage of items, Reachaus is not responsible for compensation to the service provider neither towards customers. It will be acted in accordance with the applicable local legal regulations of the service provider / customer.
- The service provider is responsible for its own cancellation conditions and contractual content towards the customer. This applies to pricing, cancellation as well as Terms and Conditions. The customer can postpone or cancel the visit based on the cancellation conditions set by the service providers during the booking process. The cancellation conditions of the respective service providers may apply.

28. Amendments to this Terms and Conditions

Reachaus UG reserves the right to update, integrate and change these Terms and Conditions and all documents to which they refer, including the Privacy Policy and all other related documents, in whole or in part, at any time. These changes will be updated on the respective platforms (Website / mobile app). Within 14-day period, the service provider may object to the Terms and Conditions/Data Privacy Policy and their account will be deleted. After expiration of the 14-day period, the Terms and Conditions, Data Privacy Policy or any other policy related documents shall be deemed accepted.

Full use of the platform by the service provider can only take place if the service provider accepts the Reachaus Terms and Conditions. Insofar as the user/service provider uses the Reachaus website, platform, app or Reachaus on behalf of third parties, he/she declares and guarantees that he/she is authorized to represent, obligate, and bind third parties; in such cases, the acceptance of the Terms and Conditions for service providers shall also be deemed to have been made vis-à-vis third parties who are obligated to comply with them.

If service providers do not agree with the changes, updates and additions made to the Terms and Conditions, Reachaus asks you not to use the website, the platform, the mobile app or any other related platform; if you have already registered on the platform as a customer or service provider, please proceed to delete your profile by accessing the section "profile" in settings of the mobile app and clicking on "delete profile".

Last update: 01/11/21

We wish you good luck!