

GENERAL TERMS AND CONDITIONS

Last updated: 18 March 2024

PREAMBLE

- (A) RAEPOP creates and distributes digital wrappings with artistic value for digital products that can be purchased online. The application allows customers of companies that typically sell a service to easily wrap and send electronically transferable product(s) purchased as gifts.
- (B) RAEPOP services are available in three ways:
 - (i) via the RAEPOP website ("**DIY Wrapping**");
 - (ii) after registration via the RAEPOP Admin Page ("**Manual Wrapping**"); and
 - (iii) through a third-party internet platform ("**Web Wrapping**").
- (C) Your use of and access to RAEPOP's services, software, websites (located at www.raepop.com and www.raepop.net (including browser extensions)) and/or applications ("**Services**") is governed by these General Terms and Conditions ("**Terms**").
- (D) RAEPOP may provide the Services to the User online, in the form of a mobile or desktop application(s), or integrated in a third party service.
- (E) The Services allow the User to upload, receive, send, share, download and display a url or a file (pdf, jpg, png and gif), including permitted and authorized third party content used by the User ("**Content**"). The User retains all rights in- and responsibility and liability for all Content. RAEPOP does not claim ownership of the Content.
- (F) The Services are provided to the User of the Services by RAEPOP GmbH ("**RAEPOP**"), having its registered office at Hardtgasse 13/12, 1190 Vienna, Austria; and registered with the Austrian Chamber of Commerce (Wirtschaftskammer Österreich) under number 597316g.
- (G) BY ACCESSING OR USING THE SERVICES IN ANY WAY, ACCEPTING THESE TERMS OF SERVICE BY CLICKING ON THE "I UNDERSTAND" / "I ACCEPT" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS OR BROWSING THE WEBSITE, USER REPRESENT THAT HE/SHE: (1) HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS; (2) IS AT LEAST SIXTEEN (16) YEARS OLD; (3) IS NOT BARRED FROM USING THE SERVICES UNDER THE LAWS OF AUSTRIA, THE USER'S PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) HAS THE AUTHORITY TO ENTER INTO THESE TERMS

PERSONALLY OR, IF USER IS ACCESSING OR USING THE SERVICE ON BEHALF OF AN ENTITY, ON BEHALF OF THE ENTITY IDENTIFIED IN THE ACCOUNT REGISTRATION PROCESS. IF THE INDIVIDUAL ENTERING INTO THESE TERMS IS DOING SO ON BEHALF OF AN ENTITY, ALL REFERENCES TO "USER" IN THESE TERMS WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. DEFINITIONS

"Admin Page" means the administrative website provided by RAEPOP for the use of Manual Wrapping by Users who cannot or do not wish to integrate the Service into their own system.

"Content" means the url-s or uploaded files provided by the User in the System, including content from third parties used, authorized and permitted by the User.

"Opening link" means a unique url generated by RAEPOP containing the product purchased and wrapped by the User, or the file uploaded and wrapped by the User or the url provided, and sent by RAEPOP to the User by email.

"Privacy Policy" means the privacy policy on the RAEPOP website regarding the use of personal data and cookies in connection with the Services.

"RAEPOP" means RAEPOP GmbH; registered office: Hardtgasse 13/12, 1190 Vienna, Austria; tax number: UID ATU79081217; company registration number: 597316g; website: raepop.com; customer service: tel.: +36 30 489 3569; email: info@raepop.com.

"Recipient" means any third party who receives the Opening Link.

"Registered User" means the natural or legal person who uses the Manual Wrapping Service after registration.

"Seller" means the company or individual whose product is wrapped by the User. In the case of Web Wrapping, the content provider who provides the product (which is typically a service). This may be directly the Webshop, but may also be a customer of the Webshop.

"Service(s)" mean(s) any service provided by RAEPOP, whether available on the System or on a third party's website, integrated into its service and related to the product(s) purchased there.

"System" means RAEPOP's software, websites (including browser extensions) and/or applications that provide the Services.

"Terms" means these General Terms and Conditions.

"User" means the individual who accesses and uses any of the Services, or the entity/legal person on whose behalf the individual is legally acting.

"Webshop" means the distributor of the product or service, the company on whose website the purchase is made. This can be the Seller directly, or an organisation or business selling the Seller's product.

2. APPLICABILITY

- 2.1 The Services may only be used by persons 16 years old or older.
- 2.2 To the use of personal data and cookies in relation to the Services RAEPOP's Privacy Policy applies.
- 2.3 These Terms apply to the Webshop, the Users and any other participant using any of the Services.
- 2.4 If the Service includes, is used in connection with, or is integrated in the services of with third parties, the terms and conditions, notice and take down policies and/or privacy and cookie policies of such third parties may apply in addition to these Terms. If User is using the Services on behalf of an employer or another organization, User agrees to the terms and conditions of that organization and represents and warrants that he/she has the authority to do so.
- 2.5 If you want to file a complaint or notice about unlawful Content being stored or shared via the Services or the RAEPOP API, or if you become aware of a vulnerability in any of the Services, please contact us at info@raepop.com.
- 2.6 RAEPOP can unilaterally amend the Terms from time to time. The amended Terms will become effective upon them being posted on RAEPOP's website(s), or at such later date as may be specified in the amended Terms and shall remain in force for as long as RAEPOP provides the Services. By continuing to use the Services, the User accepts the amended Terms. In case of material changes to the Terms, the User will be informed prior to the change (i) at the moment of using the Services, or (ii) by a message to the contact details provided by the User, or (iii) by a posting of the notice of the change on RAEPOP's websites.
- 2.7 These Terms supersede any and all prior oral and written quotations, terms, conditions, communications, agreements and understandings between the User and RAEPOP.
- 2.8 The following clauses of these Terms describe specific Services only:

Point 3: DIY Wrapping;
Point 4: Manual Wrapping;
Point 5: Web Wrapping.

All other clauses apply to all Services.

3. DIY WRAPPING

- 3.1 DIY Wrapping allows the User to add a digital (or virtual) wrapping to the files he/she uploads and/or the url-s he/she provides on RAEPOP's website.
- 3.2 To wrap the Content, the User must provide a url or upload a file and provide RAEPOP with the User's own e-mail address ("**E-mail transfer**"). In case of DIY Wrapping, RAEPOP will not send notification emails about the opening of the Opening Link. RAEPOP reserves the right to limit openings and/or attempted openings by Users for all opening activity.
- 3.3 RAEPOP DIY Wrapping provides the possibility to upload and share Content up to a maximum total capacity. Uploaded Content will be stored on RAEPOP's servers for a limited period of time after which it will be automatically deleted and the ability to download expires. The relevant restrictions are set out in RAEPOP's [Privacy Policy](#).
- 3.4 DIY Wrapping is (currently) free and available without registration.
- 3.5 RAEPOP treats the Content confidential and does not control the use of the Opening Links, regardless of whether they are originally distributed by RAEPOP or the User. Users can forward the Opening Links and allow others to use them. The User is solely responsible for the Content he/she upload and share.

4. MANUAL WRAPPING

- 4.1 In the case of Manual Wrapping, RAEPOP's Admin Page allows the User to upload, wrap and send files. To access the Admin Page, the User must create an account and provide his/her name, e-mail address and/or other details to RAEPOP.
- 4.2 The terms and conditions (including terms of payment) of the use of the Manual Wrapping other than these Terms are governed by the individual service agreements made between the registered user ("**Registered User**") and RAEPOP as a condition of registration.
- 4.3 In order to use the Manual Wrapping, the Registered User must (i) select the wrapping he/she wants to use; (ii) enter the expiry date of the Opening Link, which is thirty (30) days by default; (iii) enter the Recipient's e-mail address (this may be the same as the e-mail address of the Registered User); and (iv) upload the Content to the Service. Registered

User has the possibility to specify the subject line of the email and to choose his/her language preference. Registered User can also, by checking the relevant box, request confirmation of the opening of the Opening Link. In this case, RAEPOP will automatically send an e-mail message to the e-mail address registered by the Registered User for each and every opening of the Opening Link.

- 4.4 After the expiry period RAEPOP will permanently delete the uploaded files. These files will not be available nor retrievable any more.
- 4.5 The Registered User is solely responsible for the correctness of the Recipient's data and guarantees not to use the Manual Package to send spam or otherwise unsolicited, unlawful or unwanted Content to Recipients whose email addresses the Registered User provides to RAEPOP.
- 4.6 Users can only use the Manual Wrapping Service after registration. Registered Users are solely responsible for the accuracy of the data provided, and are obliged to modify their registration based on any changes to their data.
- 4.7 Registered Users may cancel their registration at any time. Registered User must contact the RAEPOP at info@raepop.com in order to do so, and RAEPOP ensures that it is carried out within the legally prescribed period. The cancelled registration cannot be restored.
- 4.8 The processing of Registered User data is described in the [Privacy Policy](#).
- 4.9 Content, ownership, licences and liability
 - 4.9.1 Registered Users are solely responsible for the Content he/she uploads and shares and retains all rights in- and responsibility and liability for all Content. RAEPOP does not claim ownership of the Content uploaded by the Registered User and shared through the Services. Registered User is solely responsible for sharing the Opening Link with potential Recipients.
 - 4.9.2 Any Content uploaded to the RAEPOP site will be considered non-confidential and non-proprietary.
 - 4.9.3 Without prejudice to the other provisions of the Terms (which shall continue to apply to the use of the Services), Registered User agrees that:
 - 4.9.3.1 Registered Users cannot sell Content or use the Services in a manner that violates *Section 7 (Content Ownership, Permissions and Liability)* or *Section 8 (Restrictions)* of the Terms, or any other applicable laws.
 - 4.9.3.2 By using RAEPOP's Manual Wrapping, Registered User warrants that he/she has, for any Content he/she uses, uploads and shares, all required

permissions (including from copyright and other intellectual property rights owners) to distribute, transfer, store and/or make the Content available to all Recipients as part of the Manual Wrapping.

4.9.3.3 Registered User agrees not to upload or share any Content that is false or misleading or use the Services in a manner that is fraudulent or deceptive. RAEPOP is not be liable to Registered User or any third party for any damages arising out of or in relation to the Content shared by Registered User within the Services, including, but not limited to, copyrighted works and/or trademarks.

4.9.4 The Recipient agrees that:

4.9.4.1 The Recipient receives the Content directly from the Registered User. If there is a dispute between the Recipient and the Registered User, the Recipient agrees to contact the Registered User directly. The Registered User is responsible for resolving any disputes between the Recipient and the Registered User.

4.9.4.2 RAEPOP is not liable to the Recipient or any third party for any damages arising out of or in relation to the Content distributed via the Services.

5. WEB WRAPPING

5.1 In the case of Web Wrapping, RAEPOP provides integration with third-party services, and the Services are available on the website of such third party ("**Webshop**"), linked to the product(s) available on that website. User acknowledges that: (i) RAEPOP is not responsible for any acts or omissions, terms and/or policies of such third-party services; (ii) that RAEPOP is not an agent of such third-party services; and (iii) the User's use of those services is subject to any applicable terms and conditions between User and the providers of such services.

5.2 The Content of the wrappings on the Webshop's site and the terms and conditions of the Services (including pricing) are governed by the general terms and conditions of the relevant Webshop or by the individual contract between RAEPOP and the Webshop.

5.3 If the Webshop is not the owner of the Content ("**Seller**"), the terms of the legal relationship between the Seller and the User during the purchase are governed by the Seller's policies, other contracts and rules, which are available from the Seller.

5.4 RAEPOP is not be liable for the Content, its execution and quality.

5.5 RAEPOP is not liable for any issues regarding payments made by the User, including without limitation charges relating to the processing of payments, failed payments,

chargebacks, all of which will be governed by the terms and conditions of such payment service provider and other intermediaries that carry out the respective activity.

6. CONTENT OF THE SERVICES

- 6.1 RAEPOP only offers Services that allow Users to distribute Content uploaded to the Services via the RAEPOP website, Admin Page or third party website to others ("**Recipient**") through the Opening Link.
- 6.2 RAEPOP is not responsible for the distribution of the Opening Link, whether via RAEPOP's own Services or otherwise.
- 6.3 After the User has forwarded the Opening Link to the Recipient, the Recipient must click on the Opening Link and wait for the animation to finish. The Recipient can then download the Content from our Service. The User and the Recipient are solely responsible for downloading the Content before the expiry date and for ensuring safe storage of that Content. RAEPOP does not retain any copies of the Content after the expiry date.

7. CONTENT OWNERSHIP, LICENCES AND LIABILITY

- 7.1 RAEPOP does not claim ownership of the Content the User use, store, share or distribute via the Services, for which the User is solely responsible. Furthermore, the User is solely responsible for sharing the Content / Opening Link with potential Recipients. Any liability for damages in connection with the Content shall be borne by the person who creates, uses, stores, shares or distributes it on the Services. The User acknowledges that download and/or access links may be transmitted and that recipients who have access to such links may have access to the Content associated with them.
- 7.2 By using the Services, the User warrants that he/she has, for any Content he/she creates, uses, uploads, shares, distributes, all necessary permissions (including permissions from copyright and other intellectual property rights holders) to distribute, transfer, store and/or make the Content available to all Recipients as part of the Services.
- 7.3 RAEPOP is not liable to the User or any third party for any damages arising out of or in relation to the Content uploaded, stored or shared by the User within the Services, including but not limited to copyrighted works and/or trademarks.
- 7.4 For more information on the use of personal data and cookies, please see RAEPOP's Privacy Policy.

8. RESTRICTIONS

- 8.1 The User is solely responsible for the Content, and RAEPOP is not liable for any damages arising from the Content or its distribution. The User shall not send through the System

any e-mails containing content that violates any law, legislation or copyright, pornographic material or viruses, or links to such content. The User warrants that he/she will not use the Service to send spam or otherwise unsolicited, unlawful or unwanted Content. If RAEPOP becomes aware of such activity, it may terminate the User's access to the Service by restricting the User's IP address. RAEPOP is not liable for any damages resulting from the shutdown of the Service and/or any loss of business or personal information.

- 8.2 The User is solely responsible for compliance with all applicable laws and warrants that he/she will not use the Services for any purpose prohibited by Austrian, EU or other applicable laws.

9. VIOLATIONS

RAEPOP reserves the right to block the Content, temporarily or permanently terminate the Registered User's account, suspend the User's access to the Services or certain features of the Services for any violation of these Terms or applicable laws and regulations. In any such event, RAEPOP may also (be obliged to) provide the User's Content or information to third parties.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All intellectual property rights and/or similar rights (including software, animations, wallpapers, photographs, graphics, typography, portraits, logos, trademarks, trade names, domain names, copyrights and patents) on the Services are vested in RAEPOP and/or its licensors and may not be used, removed, modified, copied, distributed, decompiled or reverse engineered in any way, in whole or in part.
- 10.2 RAEPOP is not responsible or liable for any third party content published and/or distributed on the Services, in-ad links to external websites or the Content, products or services offered on external websites. User acknowledges and accepts that all use outside the Services is at the User's own risk.
- 10.3 The User will always respect and observe the good name and reputation of RAEPOP and ensures that the User's use of the Services will in no way prejudice any rights and/or the good name and reputation of RAEPOP and its licensors.

11. DISCLAIMER, TERMINATION AND ACCOUNT REGISTRATION

- 11.1 RAEPOP provides the Services without any warranty of any kind.
- 11.2 RAEPOP makes no warranty that the Services are available on an uninterrupted, secure or error-free basis. The User's Use of the Services is at the User's own risk. The User acknowledges and agrees that RAEPOP is not responsible for any damage to the User's or any third party's computer system or mobile device that result from the use of the

Services and is not responsible for any failure of the Services to store, transfer, distribute or delete a file or for the corruption or loss of any data, information or Content contained in a file.

- 11.3 RAEPOP may change, terminate or expand its Services and site from time to time and reserves the right, in its sole discretion, to limit access to or eliminate any features or functionality of the Services without giving prior notice. RAEPOP agrees to use reasonable efforts to notify the User of any major changes in the Services.
- 11.4 Some of the Services require the User to register and to provide RAEPOP with data such as the User's name, e-mail address, password and/or other information. In such cases, the User must ensure that these are accurate and keep them updated in his/her account settings. The User is responsible for any activity from or by his/her account and is responsible for the careful protection of his/her password. RAEPOP reserves the right to delete the account in the event of misuse of the registration or account data. RAEPOP is not liable for any loss or damage arising from the unauthorized use of the User's account.
- 11.5 Pursuant to the foregoing, it is RAEPOP's policy to terminate membership privileges of any User who repeatedly infringes copyright, trademark or other intellectual property rights upon RAEPOP becoming aware of such infringement.

12. INDEMNITY AND LIABILITY

- 12.1 User will defend, indemnify and hold harmless RAEPOP (including its employees and affiliates) from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees) arising out of or in any way connected with the User's access to or use of the Services or the User's breach of these Terms, including any third party claim that Content created, used, stored or shared using the Services by the User or through the User's account, infringe or violate any third party rights.
- 12.2 The Services may provide integration with third party services. The User acknowledges that: (i) RAEPOP is not responsible for any acts or omissions, terms and/or policies of such third-party services; (ii) that RAEPOP is not an agent of such third-party services; and (iii) the User's use of such services is subject to any applicable terms and conditions between the User and the providers of such services.
- 12.3 To the extent permissible under local mandatory law, RAEPOP is not liable for any damage or personal injury resulting from any use of the Services, including any (temporary) unavailability or (accidental) removal of the User's Content or account. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence on the part of RAEPOP. In the event RAEPOP is liable for damage under mandatory law, RAEPOP's aggregate liability to the User – to the extent permissible under local mandatory law – for any and all claims arising out of or in

connection with the use of the Services will in no event exceed the amount of one hundred euros (EUR 100).

13. WAIVER, SEVERABILITY AND ASSIGNMENT

- 13.1 RAEPOP's failure to enforce a provision is not a waiver of its right to do so later.
- 13.2 If any (part of a) provision of these Terms is found to be illegal, unenforceable or otherwise invalid, then (i) the rest of the Terms will remain in full force and effect to the extent permissible under or consistent with the relevant laws; and (ii) that part will be deemed to be deleted and substituted by a valid one which in its economic effect comes closest to the invalid part.
- 13.3 The User may not assign any of his/her rights or obligations under these Terms. RAEPOP is at any time assign entitled to assign its rights and obligations under these Terms to any of its affiliates or subsidiaries, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) without the User's consent or any other restriction.

14. DISPUTE RESOLUTION

- 14.1 The User may communicate any complaint or consumer objection to RAEPOP by email or telephone, which complaint shall be investigated by the RAEPOP within 30 days and answered in writing, with reasons, on the merits.
- 14.2 In case a dispute arises between the User and RAEPOP, RAEPOP is committed to working with the User to reach a reasonable solution. The User and RAEPOP agree that good faith informal efforts to resolve disputes can result in a prompt, low-cost and mutually beneficial outcome. User and RAEPOP therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court, if a party so elects), RAEPOP and the User will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any dispute. If the User is represented by counsel, the User's counsel may participate in the conference, but the User will also participate in the conference.

15. GOVERNING LAW

- 15.1 These Terms, their subject matter and their formation, are governed by Austrian law. Any dispute regarding these Terms will be submitted to the exclusive jurisdiction of a competent court in Austria.
- 15.2 These Terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

16. CONTACT

In case of questions or complaints, RAEPOP can be contacted by email: info@raepop.com; by mail: 1190 Vienna, Hardtgasse 13/12, Austria; or by phone +43 670 6014519.