

DiALOGiFY general provisions of services (GPS)

In the event of any conflict between the English and German versions of the DiALOGiFY general provisions of services, the German version shall prevail.

1. Scope, application and amendment of the conditions

DiALOGiFY AG, Gotthardstrasse 28, 6300 Zug, Switzerland ("**DiALOGiFY**") operates a service for the announcing and acceptance of certain tasks and/or dialogues, so-called «Dialogues» (the "**Service**"). Depending on the type of campaign, the Service is accessible via the Website www.DiALOGiFY.io ("**Website**"), via an individual URL («**Web browser**») and/or an application software for smartphones ("**Scoutsss App**") (all together the "**Platform**").

The Service is subject to these general provisions of services (the "**Conditions**"). The natural or legal person who registers for the Service and/or uses it unregistered/anonymously (the "**Member**") agrees to the Conditions by entering into an corresponding agreement with DiALOGiFY and in any case no later than upon opening a Member account (personal or anonymous) or upon the first login and at the same time declares to have taken note of the current [Privacy Statement](http://www.DiALOGiFY.io/en/privacy-statement/) (www.DiALOGiFY.io/en/privacy-statement/) and [Cookie Policy](http://www.DiALOGiFY.io/en/cookie-policy/) (www.DiALOGiFY.io/en/cookie-policy/) and agrees to the data uses stated therein.

For reasons of readability of the Conditions, the text

- a) choses the masculine form, nevertheless, the data refer to members of all genders
- b) choses "**Dialogue Participant**", this includes the user of the Scoutsss App as well as the recipient/participant of/at a Dialogue
- c) choses "**Dialogue Initiator**", this includes both the company and individuals who set up, publish, evaluate and/or export a Dialogue.

The Conditions can be changed at any time. For new Members, the current version at the time of registration of the Member applies. Members who open a Dialogue unregistered/anonymously accept the new Conditions in the Dialogue with Opt-In at the latest as soon as personal data is collected. Existing, registered Members can be informed about a new version by email to the last address registered in the personal Member account and/or when logging in/opening the personal Member account. New versions come into force one month after notification, unless the Member objects to them beforehand.

2. General Conditions for all Members

2.1. Relations between the parties

In connection with the Service, DiALOGiFY is the contractual partner of the Dialogue Initiator and the Dialogue Participant. No contracts are concluded between the Dialogue Initiator and the Dialogue Participant under these Conditions. Contracts between the Dialogue Initiator and the Dialogue Participant are to be concluded separately by these two (such as special Dialogue-specific conditions that are displayed individually for campaigns and are to be accepted by the Dialogue Participant).

The agreement with the Dialogue Initiator is subject to clause 4 of these Conditions (excluding any general terms and conditions of the Dialogue Initiator) and the agreement with the Dialogue Participant is subject to clause 3 of these Conditions. In addition, the general Conditions in clauses 1 and 2 of these Conditions apply in each case. Reserved are special conditions, which can be agreed with the Dialogue Initiator in individual cases.

2.2. Registration for the Service

The use of the Service by Members as a party that sets up, publishes, evaluates and/or exports a Dialogue ("**Dialogue Initiator**") or that uses the Scoutsss App and/or is a recipient of/participant in/ a Dialogue ("**Dialogue Participant**") requires the opening of a personal Member account by the Member or by DiALOGiFY in the name and on behalf of the Member. If a Dialogue does not contain any personal data, the Dialogue Participant may also participate in the Dialogue without a personal Member account.

The personal Member account for the Dialogue Initiator is opened by DiALOGiFY in the name and on behalf of the Member. The Member receives his login details from DiALOGiFY and can log in on the Website.

The Member account for the Dialogue Participant (Scoutsss App (personal) or web (personal or anonymous)) can be set up in different ways. A personal Member account can be created in the Scoutsss App (download Scoutsss App, registration) or on the web (open a Dialogue with optional registration) by the Member himself/herself. The login details can be used both in the Scoutsss App and on the web. If a Member starts a Dialogue on the web as a participant without registration or login, an anonymous Member account is automatically created. If personal data is collected, the Dialogue Participant must explicitly accept these Conditions at the latest before the personal data is collected.

A person may only register once for a personal Member account. The creation of a personal Member account in the name of and/or on behalf of third parties is not permitted. For legal entities, the natural persons whose data is entered during registration are considered to be the administrator(s) for the company concerned until this data is changed.

Members with a personal Member account must be at least 16 years old.

Members warrant that the information DiALOGiFY requested during registration is complete and correct, including but not limited to the full, correct name or company name (if requested) and a valid email address and/or mobile number. Members further warrants that the information provided to DiALOGiFY does not violate any name, trademark or other rights and is not contrary to public decency.

If these details change after registration, the Member is obliged to update them immediately. Upon request, the Member shall provide proof of the accuracy of the data deposited. DiALOGiFY reserves the right not to activate or block the Member's account until the requested proof is submitted.

The Members guarantees not to grant any third party access to their Member account and not to act for third parties via the respective Member account. The Member must keep the login details secret. Members are obliged to report any loss of data or suspicion of misuse to DiALOGiFY immediately.

2.3. Disclaimer of warranty

DiALOGiFY is not obliged to ensure the availability of the Service or Platform at all times or in any particular way. Furthermore, DiALOGiFY has no obligation to a Dialogue Initiator or a Dialogue Participant to check Dialogues or to ensure that the execution of a Dialogue is possible and legally permissible.

With regard to these points, any warranty by DiALOGiFY is expressly excluded, in particular the warranty for the accessibility of the Service or Platform at any time and the transmission of data without delay or interruption. Likewise, any warranty for the behaviour of other Members is excluded.

2.4. Liability and indemnification

The liability of DiALOGiFY towards the Dialogue Initiators and towards Dialogue Participants - for whatever legal reason - is excluded, subject only to liability for death and personal injury, liability according to the provisions of the Federal Act on product liability and liability for intentional or grossly negligent breaches of duty. The liability of DiALOGiFY towards Dialogue Initiators for the conduct of Dialogue Participants and towards Dialogue Participants for the conduct of Dialogue Initiators is expressly excluded.

Each Member shall indemnify and hold harmless DiALOGiFY and the bodies, representatives and auxiliary persons of DiALOGiFY from and against any claims by other Members and third parties (including public authorities) arising from a breach of any representation made by the Member concerned, in particular claims arising from an alleged or proven breach of applicable law and/or third party rights. If such a claim is asserted, the Member concerned is obliged to cooperate with DiALOGiFY and in particular to provide DiALOGiFY with all information relevant for a possible defense against the claim. If the breach of an assurance is proven or if DiALOGiFY and the claimant (at DiALOGiFY's discretion) reach an out-of-court settlement, the Member concerned shall bear all consequential costs, including procedural costs and the costs of legal advice and representation.

2.5. Intellectual property rights and licence.

All rights in and to the Platform and its components, including copyrights to software, text, images and design are the sole property of DiALOGiFY and/or its licensors. No rights to the Platform or its components are transferred to Members without explicit written agreement.

By concluding an agreement for the Service, DiALOGiFY grants the Member in question a non-exclusive, non-transferable and non-sublicensable license, limited to the duration of the agreement, to use the Platform for the intended purpose, subject to compliance with these Conditions. This license is personal and may not be used for the benefit of third parties (e.g. group companies of a Dialogue Initiator).

2.6. Data protection

Members agree that DiALOGiFY may process personal data to a reasonable extent in connection with this agreement. This may also include the use of artificial intelligence technologies, including generative AI, as described in the Privacy Policy. Processing is carried out exclusively for the purposes stated therein and in compliance with technical and organizational measures to ensure the separation or anonymization of personal data.

The current provisions of the data protection declaration (www.DiALOGiFY.io/en/privacy-statement/) and the Cookie Policy (www.DiALOGiFY.io/en/cookie-policy/) also apply. In particular, DiALOGiFY is entitled, even after termination of the agreement with a Member, to process personal data about the Member in question to the extent that it is necessary to fulfil the agreement or to safeguard the claims of DiALOGiFY or is permitted for other sufficient reasons.

DiALOGiFY is entitled to involve third parties, for example for hosting and other services. Such third parties may be located in Switzerland or abroad. Members acknowledge that there may not be adequate data protection abroad from the perspective of their country of residence and expressly consent to the transfer of their personal data to such third parties.

With regard to the Dialogue Initiator, the company name is visible to all Members, unless the Member requests it to be displayed in anonymised form. The names of the Dialogue Participant are generally anonymized and only the profile data is displayed to the Members (gender, age, zip code residence). If the Dialogue Participant has explicitly agreed (with corresponding confirmation), additional personal data is displayed to the Members in certain areas, such as the name. The personal Member account shows a member at any time which additional personal data is accessible by others.

The Dialogue Participant agrees that his personal data: gender, age, postcode, place of residence will be forwarded to the Dialogue Initiator together with the result of a Dialogue (see also clause 3.7.). Further data will only be forwarded to the Dialogue Initiator if the Dialogue Participant gives his explicit consent to this in the course of a Dialogue or when accepting a physical competition prize, or if he explicitly enters/confirms the personal data in the Dialogue.

In addition, Members agree that DiALOGiFY may, based on the information contained in the Member's profile, draw their attention to Dialogues of interest to them, so-called direct marketing.

2.7. Place of jurisdiction and applicable law

Subject to mandatory legal provisions, all legal relationships arising from contracts concluded under these Conditions shall be governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Place of performance and exclusive place of jurisdiction is Lucerne, Switzerland.

2.8. Additional provisions for Apple devices

If you use the Scoutsss App on an Apple device, you also accept the following additional provisions:

Apple is under no obligation to provide maintenance or support for the Scoutsss App. To the extent permitted by law, Apple disclaims all warranties in connection with the Scoutsss App. Apple shall have no liability to members or third parties in connection with the Scoutsss App or its use, including (i) product liability, (ii) claims that the Scoutsss App does not comply with legal or regulatory requirements, (iii) consumer protection and similar legal provisions. Apple shall not be responsible for investigating, defending, settling or otherwise resolving any third party claims that the Scoutsss App or use of the Scoutsss App infringes the intellectual property rights of any third party.

The Member warrants that it is not located in a country that is subject to an embargo by the U.S. Government or that is designated by the U.S. Government as a "terrorist supporting country" and that the Member is not on a U.S. Government banned or restricted list.

Apple and its affiliates are third-party beneficiaries of these Conditions. By agreeing to these Conditions, you agree that Apple has the right to enforce these Conditions against the Member.

2.9. Use of Artificial Intelligence (AI)

DiALOGiFY uses artificial intelligence technologies, including generative AI, to deliver the service, to support dialogues, and to improve the platform. AI-powered features may generate automated responses, suggestions, or analyses. Where personal data is processed in a dialogue, this is done solely in accordance with the provisions of the Privacy Policy and with strict separation of AI processes from any unnecessary personal data.

Content generated by AI is provided solely for assistance and does not replace independent review or advice by the member. Members remain solely responsible for any decisions made based on AI-generated content.

3. Additional conditions for Dialogue Participants

3.1. Compliance with the applicable Conditions

The execution of a Dialogue is subject to the present Conditions and to the indications given in the description of the Dialogue. Depending on the type of Dialogue, special additional conditions may apply (e.g. competition conditions) and, if necessary, individual additional agreements may be concluded between DiALOGiFY and/or the Dialogue Initiator and the Dialogue Participant.

The Dialogue Participant is responsible to DiALOGiFY and/or the Dialogue Initiator not to violate any legal requirements or the rights of third parties, in particular copyrights, trademark rights, name rights and personal rights, when completing a Dialogue. If the consent of rights holders is required (e.g. consent to the publication of a picture, video or sound recording), it is the responsibility of the Dialogue Participant to obtain such consent at his own expense and risk. The Dialogue Participant warrants to DiALOGiFY that the preparation, transmission and intended use of the results does not violate any rights of third parties.

Furthermore, the Dialogue Participant is free in the execution of an accepted Dialogue and in particular not obliged to execute the Dialogue according to the instructions of DiALOGiFY and/or the Dialogue Initiator or at a specific time or place, unless this is part of the task. The Dialogue Participant is not an employee of DiALOGiFY or the Dialogue Initiator. He/she is solely responsible for compliance with tax and social security obligations and hereby expressly assures DiALOGiFY and/or the Dialogue Initiator of compliance with such obligations.

3.2. Group membership

Dialogue Initiators can run groups on the Platform. Dialogue Participants can join groups on invitation free of charge and usually without any special requirements and can leave them at any time. However, there is no entitlement to membership in a group. The administration of groups is the sole responsibility of the Dialogue Initiator, who is entitled to invite Dialogue Participants, or to exclude them at any time without justification and to discontinue groups. If a Dialogue Initiator terminates his agreement with DiALOGiFY, his groups will be deactivated.

3.3. Membership in the separate area of a Dialogue Initiator / transfer of data

Dialogue Participants who use a separate area in the DiALOGiFY Scoutsss App of an individual Dialogue Initiator (including third party providers) who operate their own Service with the DiALOGiFY licensed application software agree that these third party providers may process certain personal data of Dialogue Participants on their own responsibility and that certain personal data will be visible to these third party providers. The personal data visible to the third party provider will be displayed to the Member in his personal Member account at all times (special marking). For further information on the collection and processing of data by the third-party provider, the Dialogue Participants are referred to the respective third-party provider.

3.4. Acceptance and execution of Dialogues

Dialogues can be offered to the Dialogue Participants via the Platform and, if applicable, via email or other communication media, whereby the Dialogue Participant has no legal claim to the use of the Service or to offers of Dialogues.

The Dialogue Participant may accept Dialogues offered to him, but is in no way obliged to do so. For some Dialogues, Dialogue Participants qualify solely based on their personal data, their current location or a specific invitation.

Acceptance is done via the Scoutss App by pressing the «START» button in the description of a Dialogue or on the web by pressing a button and starting the Dialogue. By accepting, the Dialogue Participant commits to DiALOGiFY and/or the Dialogue Initiator to perform the Dialogue correctly, carefully, completely and in a timely manner according to the applicable Conditions and to the best of their knowledge and in particular to transmit all results to DiALOGiFY in a timely manner. The results will be transmitted via the Platform, unless the Dialogue expressly provides for another form of transfer.

If a delivered result does not correspond to the description of the Dialogue or if it cannot be used as intended for other reasons or is otherwise defective, DiALOGiFY is entitled to make a corresponding complaint. In the event of a complaint, DiALOGiFY may, at its own discretion, refuse to pay out the bonus (clause 3.5), if such a bonus is associated with the Dialogue, or grant the Dialogue Participant a reasonable period of time to repeat or rectify the complaint.

3.5. Bonuses

If it is explicitly stated in the announcement for the Dialogue, the Dialogue Participant is entitled to the specified Bonus if the Dialogue is executed correctly. The entitlement to a Bonus is subject to the condition that the result of the Dialogue has been expressly accepted by DiALOGiFY and/or the Dialogue Initiator in accordance with Clause 3.4. As a rule, the credit will be issued within seven days.

The amount of a Bonus is usually expressed in money. However, Bonuses are remunerated exclusively in the specified form, usually in the form of tangible assets, third-party vouchers and/or participation in competitions (each "**Bonus**"). If the Dialogue Participant receives a third-party voucher, DiALOGiFY shall not be liable if the code in the voucher does not work and the Dialogue Participant therefore cannot use the service of the third-party provider. The serial number supplied with the code serves as a reference. DiALOGiFY is not liable for stolen or lost codes or for unauthorized use of such codes. A Dialogue Participant who does not agree with these Conditions is not allowed to accept such a voucher or a dialogue with compensation in the form of such a voucher. Depending on the type of reward, additional conditions may apply. Costs and transaction fees may be deducted from the Bonus credit, in particular fees according to the applicable third party provisions.

The redemption of Bonus credits is only possible according to the information provided, e.g. in the Member account. DiALOGiFY is entitled to withhold the redemption of small amounts until the total credit reaches a certain threshold (usually CHF 25). Under no circumstances is there any entitlement to payment of Bonus credits in cash.

Credit balances that have not been paid out when the Member account is deleted, expire.

Credit balances must be redeemed within one year. If credit balances are not redeemed on time, they will expire without replacement. As a rule, DiALOGiFY donates such credit balances to a charitable organization of DiALOGiFY' choice.

DiALOGiFY can also assign DiALOGiFY-points to the Dialogue Participant. DiALOGiFY-points are points without any material countervalue that express the participation and commitment of a Dialogue Participant on the Platform. They can be credited and withdrawn at DiALOGiFY's free discretion.

3.6. Competition Conditions

In the case of competitions, prize competitions and similar events, the following conditions shall apply, unless otherwise stated in the description of the Dialogue:

The organiser is the person specified in the Dialogue. DiALOGiFY is not the organizer. Apple is neither a supporter nor a sponsor of competitions or tangible assets and is not related to them. Participation is only possible according to the information given in the Dialogue description. The participation can be limited in time. Anyone is eligible to participate, provided there are no legal restrictions, such as age limits. The prizes and the determination of the winner(s) are based on the information in the Dialogue description. **The payout of prizes in cash and the exchange of prizes are excluded.** Winners will be notified in writing or in individual cases via the Member account. Apart from that, no correspondence will be conducted about the event. All decisions are final and binding and not subject to legal recourse. DiALOGiFY and the respective organizer exclude liability to the extent legally permissible. **Participation in the event is also possible without membership/ execution of the Dialogue with equal chances of winning** by written notification or postcard (stating the relevant Dialogue and contact details including the email address of the participant) to DiALOGiFY AG, Gotthardstrasse 28, 6300 Zug / Switzerland. The entry deadline is the end of the campaign term, unless another time is specified.

DiALOGiFY **shall not be liable if the code in the voucher does not work** and therefore the third-party service cannot be used. The serial number supplied with the code serves as a reference only. DiALOGiFY is not liable for stolen or lost codes or for unauthorized use of such codes. A Dialogue Participant who does not agree with these Conditions is not allowed to accept such a voucher.

If a prize is not accepted within 60 days after receipt of the notification of the prize by the Dialogue Participant in the Member account in the "My Bonuses" section or as stated in the written notification, the prize is considered to be rejected. In this case, as well as in the case of explicit rejection of the prize by the Dialogue Participant, **the prize will be irrevocably forfeited and awarded to a new winner.** Failure to accept the prize within this period will be considered a rejection.

If a **physical prize** is won, it must be sent to the Dialogue Participant. **It will only be sent after the Dialogue Participant has agreed that his contact details may be passed on to the sender.** If the Dialogue Participant **does not explicitly allow the contact details to be passed on within 60 days** of receiving notification of the prize, **the prize will be irrevocably forfeited and a new winner will be awarded.** The same applies if the Dialogue Participant rejects the prize. In some cases, the Dialogue Participant already gives this consent in the Dialogue, including the information of his contact details.

3.7. Transfer of rights

The Dialogue Participant hereby transfers all rights on and to the Dialogue results to DiALOGiFY, in particular all copyrights, with effect from the time of delivery of the result. The Dialogue Participant expressly warrants that the Dialogue results are free of third-party rights (clause 3.1).

If a transfer is not effective under the governing law, the Dialogue Participant grants DiALOGiFY the sole, exclusive, geographically unlimited, perpetual and content-wise unrestricted rights of use and exploitation to the extent legally possible. Furthermore, the Dialogue Participant waives any rights of authorship or right to

be named. DiALOGiFY does not owe the Dialogue Participant any remuneration for the transfer or granting of rights under this clause 3.7.

3.8. User rating

Members can be evaluated after a Dialogue has been conducted in order to better assess the reliability of Members and the quality of the execution of a Dialogue. DiALOGiFY-points can also be taken into account in the evaluation.

3.9. Confidentiality

Dialogue Participants are obliged to treat all information in connection with a Dialogue as confidential and not make them available to third parties, unless expressly stated otherwise.

3.10. Termination of the agreement with the Dialogue Participant – expiry of credits/Bonuses

Dialogue Participants with a personal Member account can terminate their membership with the Platform at any time and without notice by deactivating their Member account. Upon deactivation by the user, all his personal data will be irretrievably deleted and existing credit expire. DiALOGiFY will also no longer have access to this data. It is the responsibility of the Dialogue Participant to call up any credit in advance.

DiALOGiFY is also entitled to terminate the membership of a Dialogue Participant at any time and with immediate effect by email to the email address provided by the Dialogue Participant. In the event of termination by DiALOGiFY, the user shall call up existing credits via email to hello@DiALOGiFY.io within a period of two months. After that, existing credits expire. Expired credits will generally be donated by DiALOGiFY to a charitable organization of DiALOGiFY's choice. Data about the Dialogue Participants, which have been transferred in accordance with clause 2.6 with the result of the Dialogues to the Dialogue Initiator, are outside the sphere of influence of DiALOGiFY and cannot be deleted by DiALOGiFY at the Dialogue Initiator.

Termination of membership does not affect ongoing, unfulfilled and unfinished Dialogues. For the processing of such Dialogues, the Conditions shall remain in force until they are fulfilled or terminated.

4. Additional conditions for the Dialogue Initiators

4.1. Supplement business

These Conditions may be supplemented for the Dialogue Initiator according to the wish and choice of additional Services from DiALOGiFY and by the Conditions in the «DiALOGiFY general provisions of Services supplements business».

4.2. Announcement and activation of Dialogues

The Dialogue Initiator can create a campaign consisting of one or more Dialogues via the Website. The Dialogues are to be described in as much detail as possible, in particular the exact object of performance, the period of validity of the Dialogue and, if applicable, the deadline by which the performance is to be delivered.

DiALOGiFY is entitled, but not obliged, to check the Dialogues or their description at any time and to edit Dialogues and their description and contents in such a way that they can be displayed on mobile devices, on

the web or in software applications of third parties. DiALOGiFY may also edit the Dialogues in order to make the description easier to understand for the users and to adapt it to the usual principles of the Platform (e.g. concerning salutation). Furthermore, DiALOGiFY is entitled to integrate partial Dialogues into the Dialogues for its own purposes.

Irrespective of a possible review by DiALOGiFY, the Dialogue Initiator guarantees that the object and description of the Dialogues do not violate legal requirements and in particular do not contain any criminal, discriminatory, pornographic or racist content. Furthermore, unless otherwise expressly agreed with DiALOGiFY, Dialogues may not contain company logos or links to external advertising content. Links to external content may only be used to describe the Dialogue in more detail.

DiALOGiFY is not obliged to activate Dialogues within a certain time or by a certain date and has the right, at its own discretion and without giving reasons, not to publish a Dialogue or to delete it at a later time.

4.3. Execution of Dialogues and transfer of rights

DiALOGiFY is entitled to have activated Dialogues executed by Members on the Platform, but does not guarantee execution by Members and is under no circumstances obliged to execute Dialogues itself.

DiALOGiFY is not obliged to check submitted Dialogue results in terms of quality or otherwise. This refers in particular to the existence of any third-party rights (such as copyright, trademark, name and personal rights) to the results. Any warranty of DiALOGiFY for results (including the legal guarantee) is expressly excluded. The Dialogue Initiator is solely responsible for the use of the results.

Provided that the Dialogue Participants are rewarded, it is up to the Dialogue Initiator to immediately review the results submitted to him. If he considers a submitted result to be defective, he must inform DiALOGiFY immediately and give reasons. In this case and generally at any time until delivery to the Dialogue Initiator, DiALOGiFY is entitled, but not obliged, to accept a result, reject it for rectification or reject it definitely. DiALOGiFY is not accountable to the Dialogue Initiator for this decision. Any liability of DiALOGiFY for a rejection is excluded.

In the event that a Dialogue is accepted and executed and based on the condition that the corresponding remuneration (Base Price and Bonus - Bonus, if one is associated with a Dialogue and subsequently to be provided by DiALOGiFY) has been paid in full to DiALOGiFY, DiALOGiFY hereby transfers to the Dialogue Initiator all rights on and to the results submitted by the Dialogue Participant, in particular all copyrights (subject to moral rights), with effect from the time of the transfer of the result. If such transfer is not effective under applicable law, DiALOGiFY grants to the Dialogue Initiator sole, exclusive, geographically unlimited, perpetual and content-wise unrestricted rights of use and exploitation to the extent legally possible.

With regard to the storage of results, DiALOGiFY is only obliged to provide the Dialogue Initiator with the results received from the relevant Dialogue Participant in a suitable manner (usually by storing and activating them in the Dialogue Initiator's personal Member account). It is up to the Dialogue Initiator to transfer and store the results himself. DiALOGiFY is entitled but not obliged to permanently delete data made available to the Dialogue Initiator after three months.

If a Member has not interacted with DiALOGiFY for 2 years, his personal Member account with all his personal data will be deleted.

4.4. Additional services from DiALOGiFY

DiALOGiFY will provide additional services subject to a separate agreement with the Dialogue Initiator, such as preparing a campaign with Dialogues or extending the storage period of data. The prices are based on the DiALOGiFY price list valid at the time the order is placed or by special agreement.

4.5. Remuneration of DiALOGiFY

The Dialogue Initiator owes DiALOGiFY the agreed remuneration, which, unless otherwise agreed, consists of a base price for the availability of the Service ("**Base Price**") and, if additional remuneration is to be paid to Dialogue Participants within the scope of the Dialogues, an additional remuneration for completed Dialogues ("**Bonus**"), in each case plus any taxes, duties and additional costs such as in particular the applicable VAT. The remuneration (Base Price and Bonus) is due in advance upon conclusion of the respective agreement. As a rule, DiALOGiFY will invoice the amounts owed as a PDF by email. The invoiced amounts are payable within 10 days of the invoice date in the manner indicated or agreed upon. A final invoice will be issued after completion of a campaign with Bonuses.

The remuneration excluding variable disbursements is unconditionally owed and will not be refunded, even if Dialogues were not accepted or could not be completed for any reason. In this case, however, the Dialogue Initiator announce the Dialogue again within the scope of the agreement.

The Bonus to be paid out by DiALOGiFY to a Dialogue Participant will be refunded without interest if an associated individual Dialogue is not accepted or is definitely rejected by DiALOGiFY, unless the event in question is attributable to the Dialogue Initiator (e.g. if a Dialogue Participant cannot provide a result due to an incorrect description). In general, the Dialogue Initiator bears all costs incurred due to incorrect, inaccurate or insufficient information provided by him, such as with regard to addresses, geo-coordinates or the description of the Dialogue.

4.6. Termination of the agreement with the Dialogue Initiator

A Dialogue Initiator and DiALOGiFY may terminate an individual campaign at any time and without notice, unless other termination provisions have been agreed upon. The Dialogue Initiator will give notice of termination by sending an email to hello@DiALOGiFY.io. It is only effective if the sender's address is identical to the email address stored by Dialogue Initiator in the member's account and the termination has been confirmed via email by DiALOGiFY. Notice of termination by DiALOGiFY is also sent by email to the email address stored by the Dialogue Initiator in the Member account.

If an individual campaign is terminated, the associated Dialogues can no longer be accepted. However, already accepted Dialogues can still be executed and, if necessary, are to be remunerated accordingly.

If the agreement is terminated, the Dialogue Initiator's Member account will be deactivated. It is the Dialogue Initiator's responsibility to save all personal data collected by the Dialogue Initiator or for Dialogues of the Dialogue Initiator on a separate medium beforehand. DiALOGiFY may assist with this storage for a fee to be agreed between the parties.

4.7. Combining a Dialogue with compensation, a Bonus (e.g. competition, physical Bonus etc.)

Depending on the contractual agreement, the Dialogue Initiator may promise the Dialogue Participant a Bonus in a Dialogue.

Unless expressly agreed otherwise with DiALOGiFY, Dialogue Bonuses may not be processed through DiALOGiFY.

If the Bonus is not processed via DiALOGiFY, the Dialogue Initiator is obliged to inform the Dialogue Participant by means of additional provisions which provisions apply to the Bonus. The Dialogue Participant must explicitly accept these provisions of the Dialogue Initiator in the Dialogue. The Dialogue Initiator is solely responsible to the Dialogue Participant for compliance with these provisions (including the payment of any Bonuses).

The Dialogue Initiator is liable without limitation for compliance with the obligations agreed in this clause 4.7. In the event of a breach of the obligations agreed upon here, the Dialogue Initiator will hold DiALOGiFY completely harmless for any claims for damages asserted by third parties against DiALOGiFY and successfully enforced, including defence costs (legal fees and court costs).

These General Terms of Service were last updated on 1.7.2024. In the latest update, the use of artificial intelligence (including generative AI) as part of the service and in relation to data protection was clarified.