

General Terms and Conditions (AGB)

From Meolea, Inh. Julius Launhardt (hereinafter "**Meolea**" or "**we**")

Maffeiplatz 2,
90459 Nuremberg
Phone: 01575 4240703
www.meolea.com

for the use of the Meolea platform (SaaS) by consumers.

Valid from: 20.03.2025

These Terms & Conditions are provided in English for convenience only. In case of any conflict or discrepancy between this English version and the original German version, the German version shall prevail.

1. scope of application and provider

1.1 These General Terms and Conditions (GTC) govern the contractual relationship between Meolea and natural persons (hereinafter "Users" or "You") who use our digital platform (Software-as-a-Service or SaaS) for end-of-life planning and digital estate management.

1.2 Deviating terms and conditions of Users shall not be recognized unless Meolea expressly agrees to their validity in writing. These GTC apply to all offers made available by Meolea via the Website, mobile applications or other online services, **regardless** of whether they are used for a fee or free of charge.

1.3 Consumers within the meaning of these GTC are natural persons who enter into the legal transaction for purposes that can **predominantly** be attributed neither to their commercial nor their independent professional activity (Section 13 BGB).

2. subject matter of the contract and service description

2.1 Object of the service

Meolea provides a platform on which users can manage and organize digital documents, information and personal data for their own end of life (e.g. creating digital estate inventories, uploading documents, filing instructions). The platform is **for informational purposes** only and **does not** provide legally binding legal advice or notarial services.

2.2 Digital service

As this is a **digital service**, the provisions of Sections 327 et seq. BGB on contracts for digital products apply. Meolea is obliged to maintain the contractually owed digital service in a contractually compliant condition, including any necessary **security and functional updates**.

2.3 Technical requirements

To use the platform, users need an internet-enabled computer or mobile device, a stable internet connection and a supported browser (e.g. the latest version of Chrome, Firefox, Safari or Edge).

2.4 No guarantee for content or legal validity

Users are responsible for the content, accuracy and completeness of the documents they post or generate. Meolea **does not guarantee** that the documents are legally or fiscally binding or effective. A **legal review** by appropriate experts is required if necessary.

2.5 AI-based additional functions (chatbot and emotional support)

2.5.1 Scope and availability

1. **Chatbot:** Meolea offers an AI-supported chatbot in certain tariffs (subscriptions), which users can use to ask questions about end of life, inheritance, bereavement and general organizational aspects.
2. **Emotional support chat:** In some tariffs, an AI-supported "Emotional Support" chat is also available, which enables users to talk about grief, fears or similar emotional burdens.
3. **No substitute for professional advice:** These AI-based chats are for general information and emotional support **only**. They are **not a substitute** for consultation with doctors, therapists, psychologists or other professionals.

2.5.2 Fair use rule and message limit

1. **Message limit:** Depending on the selected tariff, there is a **maximum volume** of chat messages (e.g. per month or billing period). The respective maximum number is specified in the tariff description or on our website.
2. **Additional credits:** If a user exceeds the inclusive quota of messages, they can purchase additional **AI credits**, which can be used to retrieve more chat messages.
3. **Blocking if exceeded:** If users exceed their quota and do not purchase additional credits, Meolea reserves the right to block access to the chatbot or the emotional support function until the start of the next billing period.
4. **No manipulation:** Any circumvention or manipulation of the message limit is prohibited and may lead to termination or blocking of the user contract.

2.5.3 Disclaimer and quality of AI responses

1. **Non-binding information:** The content generated by the AI is based on algorithms and databases. Meolea **assumes no liability for** the completeness, timeliness and accuracy of the AI answers.
2. **No guarantee:** As this is a **generic AI**, answers may be incorrect or misleading. Users should always check information **for accuracy themselves** and seek professional advice if necessary.
3. **No medical/psychological advice:** Although AI can address emotions, **it is not** a medical, psychological or psychiatric treatment. In the event of serious or persistent symptoms, we strongly recommend seeking professional help.

2.6 Telephone conversations ("Just Talk")

2.6.1 Scope of services

1. In certain plans, Meolea offers telephone calls with our team to discuss end-of-life issues or general concerns. The **exact number** (or duration) of such calls depends on the plan.
2. **No professional advice:** These telephone calls are to be understood as an **offer to talk** and are intended to give users an opportunity to discuss personal issues. They **do not** constitute psychological, psychiatric or other professional advice.

2.6.2 Billing by time

1. **Time intervals:** Calls are billed in 15-minute blocks. Details on the remuneration and length of the units can be found on our website or in the tariff description.
2. **Cancellation/postponement:** Users can cancel or postpone agreed calls free of charge up to a certain deadline (e.g. 24 hours before the start of the call). In the event of cancellation at short notice or no-show, Meolea may charge the full price for the booked time slot.
3. **No promise of a cure:** The Meolea team does not provide medical diagnoses or psychotherapeutic treatments. Users should contact appropriately qualified professionals if they need help with health or mental health problems.

2.6.3 Disclaimer

Meolea is not liable for the **accuracy of** information provided during the interviews, as this is not legal, tax, medical or psychological advice. The provisions on limitations of liability in Section 9 apply accordingly.

3. registration, conclusion of contract and account

3.1 Registration

The use of the Meolea Platform requires prior registration. By completing the registration form and confirming these GTC, Users submit a binding offer to conclude a contract of use.

3.2 Conclusion of contract

The contract is concluded when Meolea accepts the User's offer by activating the account or in any other way.

3.3 User data

Users are obliged to provide truthful and complete information when registering. Changes must be updated immediately in their own user account.

3.4 Access data

Users are obliged to treat their own access data (user name, password) **confidentially** and to protect it from access by third parties. Any misuse or suspicion of misuse must be reported to Meolea immediately.

4. remuneration, payment modalities

4.1 Tariff models

Meolea offers both free and paid tariffs (subscriptions). The currently valid prices, payment methods and subscription terms are listed on our website or in the app.

4.2 Due date and payment modalities

- (1) Payment is **due immediately** and shall be made **without deduction** via a payment method accepted by Meolea (e.g. credit card or SEPA direct debit).
- (2) Upon completion of the order or booking process (or at the beginning of the respective billing period in the case of subscriptions), the payment method stored by the user **is automatically debited**.
- (3) Payment must be made **free of charge** and must include any necessary references (e.g. customer or invoice number) so that Meolea can correctly allocate the receipt of payment.
- (4) In the case of subscriptions, payment is due **at the beginning of each billing period**, unless a different payment period has been agreed.
- (5) If direct debits or credit card payments are rejected or canceled, Meolea shall be entitled to charge the *User* for the resulting costs (e.g. chargeback fees).

4.3 Payment methods

We accept the payment methods specified on our website (e.g. credit card, SEPA direct debit).

4.3 Default of payment

In the event of default of payment, we shall be entitled to demand default interest in the amount of 5 percentage points above the respective base interest rate p.a. (Section 288 (1) BGB). We reserve the right to assert further claims.

4.4 Additional costs (AI credits, telephone calls)

1. **AI credits:** To exceed the message quota specified in the tariff description, users can purchase additional AI credits for a fee. Billing takes place upon purchase; unused credits may expire at the end of the billing period, unless otherwise agreed.
 2. **Telephone calls:** The fee stated in the tariff description or price list is charged for each 15-minute unit or part thereof. If a chargeable extension is made beyond the agreed unit, the corresponding published prices must also be paid.
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5 Obligations of the users

5.1 Legally compliant use

Users may not post or disseminate any illegal or immoral content on the platform. In particular, content that violates the copyrights, data protection rights or personal rights of third parties is prohibited.

5.2 Data backup

Although Meolea creates regular backups, it is recommended that you back up important documents and data externally on your own responsibility.

5.3 Use for personal purposes only

Use of the service is only permitted for **personal, non-commercial** use. Any unauthorized distribution, sublicensing or commercial use is prohibited.

6. right of withdrawal (for consumers)

6.1 Cancellation policy

As a consumer, you are generally entitled to a 14-day **right of withdrawal**, unless an exception pursuant to Section 356 (5) BGB applies. In the case of digital content or services that are not delivered on a physical data carrier, the right of withdrawal expires under the statutory conditions if you have **expressly agreed** that we should begin performance before the expiry of the withdrawal period and you have confirmed your knowledge that you will lose your right of withdrawal at the start of the contract.

6.2 Withdrawal form

To exercise the right of withdrawal, you must inform us (Meolea, Inh. Julius Launhardt, Maffeiplatz 2, 90459 Nuremberg, hello@meolea.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the sample withdrawal form provided by us, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

7 Contract term, termination and deletion

7.1 Contract term

The term of the user contract (subscription) depends on the tariff selected by the User. In the case of free tariffs, Meolea may terminate the offer at any time, provided there is a valid reason.

7.2 Cancellation

Unless otherwise agreed, paid subscriptions **are automatically** renewed for the same period if they are not canceled within the agreed period (e.g. 14 days before the end of the term). Cancellation can be made via the account settings.

7.3 Deletion of the account

After termination of the contract, users have the option of having their account deleted. All data uploaded by users will be deleted after the statutory retention periods have expired. Users are responsible for backing up important data before deletion.

8. warranty for digital content and services

8.1 Conformity with the contract

The platform must comply with the contractually owed scope of functions in accordance with service description and the usual expectations of comparable online services. We shall keep the platform in a contractually compliant condition (including security updates) during the term of the contract.

8.2 Remedy for defects

In the event of defects, we are initially obliged to **provide subsequent performance** (e.g. error correction, update). If the subsequent performance finally fails or is refused by us, users can reduce the price or terminate the contract, provided that the legal requirements for this are met (§§ 327e ff. BGB).

8.3 Exclusion

Liability for defects is excluded if Meolea is not responsible for the defect, in particular if the defect is caused by improper operation or external influences (e.g. network problems at the User, change in the legal basis).

Liability is also excluded if the legal validity of uploaded documents subsequently **changes due to changes in legal requirements** - for example with regard to the validity of digital

signatures or their recognition by authorities and courts - without Meolea having any influence on this or being responsible for this circumstance.

9. liability

9.1 Scope of liability

- We shall be liable without limitation in the event of **intent and gross negligence** as well as in the event of **injury to life, limb or health**.
- Otherwise, we shall only be liable for the foreseeable damage typical of the contract in the event of a **breach of material contractual obligations due to simple negligence**.
- Any further liability is excluded, unless mandatory statutory provisions provide otherwise.

9.2 Liability for content

Users are solely responsible for the content uploaded or created by them. Meolea is not obliged to check this content in advance.

9.3 No legal, tax or other specialist advice

Meolea **does not** offer legal, tax, medical, psychological or other professional advice. All references and advice within the platform are non-binding and **without guarantee**. For legal, tax, health or other complex issues, users should **consult appropriately qualified professionals** (e.g. lawyers, *tax* advisors, doctors, psychologists).

10. data protection

10.1 Data collection

We process users' personal data solely for the purpose of providing, improving and billing our service.

10.2 Sensitive data

As end-of-life planning is involved, sensitive information (e.g. health data) may be processed. Users should only upload data for which they have a legal basis and which they wish to be processed.

10.3 Privacy policy

Details on the scope and purpose of data processing can be found in our **privacy policy**, to which we hereby refer you. There you will also find information on your rights as a data subject (information, deletion, etc.) in accordance with the GDPR.

11. changes to the GTC

11.1 Reservation of right of amendment

Meolea reserves the right to amend or supplement these GTC with effect for the future if this appears necessary for valid reasons (e.g. changes in the law or technical developments).

11.2 Notification and objection

We will inform the user of any changes in good time in text form (e.g. e-mail). The changes shall be deemed to have been approved by the user if the user does not object to them **within 30 days** of receipt of the notification of change. We will inform the user of this separately in the notification of change.

12. final provisions

12.1 Applicable law

The contractual relationship between Meolea and Users shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The mandatory consumer protection provisions of the country in which the consumer is domiciled shall remain unaffected in relation to consumers with their habitual residence in the EU.

12.2 Place of jurisdiction

For disputes arising from or in connection with this contract, the statutory place of jurisdiction shall apply. A deviating agreement on the place of jurisdiction for consumers is generally **not permitted**.

12.3 Priority of individual agreements

Individual agreements with the user always take precedence over these GTC.

Sample withdrawal form

(If you wish to cancel the contract, please complete this form and return it to us).

To Meolea, Inh. Julius Launhardt, Maffeiplatz 2, 90459 Nuremberg, e-mail:

[hello@meolea.com]

-I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

-Ordered on (*)/received on (*)

-Name of the consumer(s)

-Address of the consumer(s)

-Signature of the consumer(s) (only for notification on paper) Date

(*) Delete as appropriate