

## **Basic Pre-contractual information for Beso**

### **Basic pre-contractual information**

This document is for basic pre-contractual information via electronic means. (Version 1.0, Date: 02.07.2023)

### **Name and address of Ozla, Inc dba “Beso”**

Ozla Incorporated  
16192 Coastal Hwy  
Lewes DE 19958  
United States of America  
[www.beso.dev](http://www.beso.dev)

Incorporated in the State of Delaware with business registration number 7101678.

Email: [info@beso.dev](mailto:info@beso.dev)

Hereinafter referred to as “Beso”.

### **Legally authorised representatives of Beso**

(Management Board) Oliver van der Meer and Zaur Alakbarov

### **Activity of Beso**

The main activity of Beso it to provide basic accounting and general ledger tools for small business and sole proprietors.

### **Tax Information**

Tax identification number (EIN) 32-0706702, United States of America.

## **General Terms and Conditions of Beso**

### **1. Scope**

These terms and conditions form an integral part of the Beso application. These General Terms and Conditions ("T&Cs") are applicable for all the services of Beso ("Beso", "we"), which you ("End user", "You") can use via the application of the mobile App named "Beso" ("App") or via the online interface provided by Ozla, Inc. that can be accessed under on the Apple i-store or GooglePlay ("Online Interface").

Additionally, the following conditions are also applicable, insofar as they do not contradict the provisions of these General Terms and Conditions.

- Basic pre-contractual information

### **2. Object of service**

The object of service is the maintenance of a basic accounting and inventory management services and the provision of a virtual Beso storage ("Account"). This service becomes active as soon as you accept these T&Cs. You can operate and manage the account via the end Customer interfaces. The prerequisite is a smartphone that is linked to the account, which fulfills the respective minimum requirements for the operating system (IOS/Android) and our Beso app version. (Currently supported versions and further information can be found in the Beso Website). Due to security reasons we are forced to discontinue our service for any out-dated versions of the respective operating system and out-dated versions of the Beso app version. We will notify you eight weeks before we stop supporting a version of the respective operating system and invite you to update your software during that period of time.

### **3. Terms**

Your Beso account indefinite contract term.

### **4. Prices**

The services offered by Beso are at no charge to users.

### **5. Applicable law/court of jurisdiction**

State of Delaware law is applicable for the business relationship between you and Beso. Beso is also subject to the law of the United States of America for the pre-contractual relation. There is no contractual clause stipulating jurisdiction.

### **6. Information and language of contract/text of the contract**

The governing language for this contractual relationship and the communication between you and Beso during the period of the contract is English.

### **7. Service proviso**

There is no service proviso, unless explicitly agreed. Technical steps for the conclusion of the contract



## 8. Requirements and supported smartphones

In order to use your Beso account, you need an associated smartphone. Since your smartphone is used as a personal authentication device, only one phone at a time may be connected to your account. For security reasons, the associated smartphone may also be required to verify logins from other devices. Please note that your device is meeting the respective minimum requirements for the operating system (iOS / Android) and the Beso app. Due to security reasons we are forced to discontinue our service for any out-dated versions of the respective operating system and out-dated versions of the BESO app version. We will notify you eight weeks before we stop supporting a version of the respective operating system in case this disables you to use the Beso App and invite you to update your software during that period of time.

In addition to essential features, such as viewing your transactions and settings, the following features are only available on your associated smartphone:

- Successfully completing registration with Beso
- Your association requires prior registration in the corresponding app-store. After installing the app, you will be automatically taken through all the necessary steps to associate your smartphone:
- Confirm your telephone number
- Receive a four-digit code via SMS

Enter the code in the app to complete the association. If the phone number displayed during the association is not correct, or if you do not receive the SMS association code despite the phone number being correct, please contact the Help desk or [info@beso.dev](mailto:info@beso.dev).

- Completing the registration with Beso requires agreement to these general terms and conditions.
- PINs containing parts of your date of birth
- PINs containing parts of your address, such as your postal code
- Repetitions of numbers, such as 1111
- Number series, such as 1234. If your desired PIN is not accepted, please try another combination.

## 9. Disclosure and notification obligations

You are obliged to correctly notify us regarding your personal data, in particular your name, address, date of birth, phone number and email address and provide prompt information to us about any changes to this end.

Immediately inform us regarding a loss or theft of your authentication instrument, your personalised safety features or a misuse or unauthorised use of the same. Please email [info@beso.dev](mailto:info@beso.dev).

## 10. Storage

Your contract with us will be concluded in German. You have the opportunity to call up the contractual provisions, inclusive of these Supplementary Provisions, when concluding the contract, and to store them in reproducible form. No separate storage of the contract text will be done by us.

## 11. Intellectual Property

The App as well as the Online Interface is protected by the intellectual property laws, such as copyright law and trademark law. These rights in relation to you are exclusively reserved to us.



## **12. Exclusivity**

We grant you, exclusively to fulfil the purpose of our contractual relationship with you, the limited, non-exclusive, non-transferable and sub-licensable right, restricted to the period of your contractual relationship with us, to use the App and the Online Interface in accordance with the provisions. The right of use expires upon expiration of the term of the contract.

## **13. Reasonable Use**

The User is not entitled to (i) rent, lease, lend, reproduce, resell or distribute the App or the Online Interface, or access to them; (ii) use the App or the Online Interface for the development of other services; (iii) activate or use the functionalities of the App or the Online Interface for which no rights of use have been granted to him or her; (iv) assign the usage rights to the App or the Online Interface to third parties, or grant third parties access to the App or the Online Interface; (v) alter, translate, reproduce, or decompile the source code of the App or of the Online Interface, or investigate the functions thereof, outside of what may be legally mandatory in accordance with copyright law ; and (vi) remove, conceal or alter legal information, in particular concerning industrial property rights or copyrights of Beso.

## **14. Duties of the user**

When using the App or the Online Interface, you are not allowed to perform any illegal actions or breach any applicable laws, in particular not to do the following: infringe industrial property rights, copyrights or intellectual rights of third parties; in your usage behaviour, make defamatory, racist or offensive statements, or undertake such actions; transmit contents which contain viruses, Trojan horses, spyware, adware, malware or other damaging or harmful programmes; distribute unwanted advertising (spam) or any other form of nuisance.

## **15. Data protection**

The responsible authority for the processing of your personal data in connection with the App and the Online Interface and their usages is Beso.

## **16. Collection, processing and use of your personal data**

We collect, process and use your personal data in harmony with the applicable statutory provisions. All of the personal data collected, processed, and used under our responsibility are stored exclusively for the purpose of fulfilling our contractual relationship with you, and not longer than is required for this purpose.

## **17. Purchase of the App**

The App is dependent on the smartphone used by you which is obtainable over third-party sales platforms ("app stores"). Your purchase presupposes a prior registration in the app store concerned. We have no influence on the collection, processing and use of personal data by the relevant app store operator. These are the only responsible authorities in this regard.



## **18. Handling and review of your data; right to information; questions on data protection**

At any time, you can view your personal data in the App or in the Online Interface. You can also subsequently change your own password. In order to modify or change further personal data, please get in touch with our Customer Support department: [support@beso.dev](mailto:support@beso.dev).

Further, you can at any time demand information about the personal data stored which relates to you personally, as well as its origin and recipients and the purpose for which it is being stored. You can reach us using the aforementioned contact data. Questions, suggestions and notes on data protection can also be directed to the contact data mentioned there.

## **19. Collection of personal data**

Otherwise, for the collection, use and processing of personal data, the Beso data privacy policy applies.

## **20. Termination right of BESO**

The right to terminate this contract are deemed to have been agreed by the approval of these T&Cs.

## **21. Liability**

We shall be liable without restriction for damages arising from injury to life, limb or health, which rests on a breach of duty by us, a legal representative, or auxiliary of us, which are caused by the absence of guaranteed quality by us or malicious behaviour on the part of us, as well as for damages that were caused by premeditation or gross negligence on the part of us or of a legal representative or auxiliary of us.

## **22. Breach of duties**

We shall not be held liable for any actions except gross negligence, limited to foreseeable damages under this contract. Significant contractual duties are abstractly those duties whose fulfilment makes it possible in the first place to implement a contract in orderly fashion, and upon whose observance the contractual parties may regularly rely.

## **23. Limitation of liability**

Otherwise liability on the part of Beso is excluded.

## **24. Set-off**

You can only set off our claims with undisputed or legally established counter-claims.

## **25. Changes in terms and conditions**

We will inform you about an amendment in these T&Cs before the time at which the amendments become effective by email ("amendment offer"). The amendment offer shall only become effective upon the Customer's consent, or a stipulated legal date, whichever occurs earlier.