

STANDARD BUSINESS TERMS



CLOUD & HEAT
THE CLOUD THAT HEATS HOMES WORLDWIDE

STANDARD BUSINESS TERMS

Cloud&Heat Technologies GmbH STANDARD BUSINESS TERMS PREAMBLE

Cloud&Heat Technologies GmbH, Königsbrücker Str. 96, 01099 Dresden, Germany (hereinafter referred to as „Cloud&Heat“) offers flexible, virtual infrastructure (Infrastructure as a Service - „IaaS“) to customers for non-exclusive use on servers, storage devices, networks via the Internet. IT services are invoiced based on use. We supply in particular (i) a host on which an operating system is already installed and on which further software may be imported by the customer („Compute Service“), (ii) data storage which allows customers to organise data in buckets and retrieve them through an URL („Object Storage“), (iii) block based storage to be used for persistent storage of virtual instances („Block Storage“), and (iv) with hardware pre-installed data backup software (CloudCuber).

1. Scope

- 1.1 The following Standard Business Terms apply to all transactions between Cloud&Heat and the customer. The standard business terms shall be valid from 1 July, 2016.
- 1.2 These Standard Business Terms are applicable to all Cloud&Heat services and products. All offerings subject to charge are labelled as such and require the conclusion of a contract in each case. The following provisions apply to these Standard Business Terms on a supplemental basis:
 - Special conditions applicable to certain Cloud&Heat services;
 - Service descriptions and Service Level Agreements („SLA“). The respective service descriptions applicable to a product are a binding contract content in conjunction with these Standard Business Terms.
- 1.3 The Standard Business Terms govern the provision and use of Cloud&Heat services. Cloud&Heat intends to enter in a business relationship with the customer solely on the basis of these Standard Business Terms. Terms and conditions of the customer that are contrary to or deviate from the present Standard Business Terms, as well as amendments and supplements, are only effective if and as far as they are acknowledged in writing by Cloud&Heat. The foregoing applies likewise even if the terms and conditions of the customer were not expressly objected to.
- 1.4 In the event that terms in different documents conflict with each other, such provisions will apply in the following order: Individual contract provisions, service description, these Standard Business Terms, statutory provisions.
- 1.5 Cloud&Heat may transfer its rights and/or obligations under a contractual relationship to one or more third parties (contract transfer and/or assumption of debt, assignment). The customer has an extraordinary right of contract termination in the event of a contract transfer/assumption of debt or impairment of the customer's interests.

2. Contract formation

- 2.1 All offers of Cloud&Heat are subject to change and non-binding unless Cloud&Heat has expressly stated that they are binding.
- 2.2 The customer makes a binding contract offer by placing an order. An offer can be accepted by Cloud&Heat by submitting an order confirmation or delivering goods/ performing a service. Cloud&Heat further reserves the right to reject the acceptance of an order, for instance, upon evaluation of the customer's creditworthiness.
- 2.3 Cloud&Heat employees are not authorised to make verbal agreements which go beyond the scope of any written agreements.
- 2.4 By submitting a contract offer, the customer states its full consent to the respective Cloud&Heat Standard Business Terms and service descriptions then in effect upon the conclusion of a contract.

STANDARD BUSINESS TERMS

3. Amendments to the Standard Business Terms

- 3.1 Cloud&Heat may amend these Standard Business Terms at any time in the event of a legitimate interest and update them to reflect changed circumstances. In particular, a legitimate interest includes changes in law or the rulings of the highest court, changes in market conditions, currency conversion or similar events. Amendments to these Standard Business Terms will be expressly communicated to the customer by e-mail six (6) weeks before the effective date of the amendment. If the customer objects the amendment within six (6) weeks, the prevailing version of the Standard Business Terms will remain applicable. In the event of an objection on behalf of the customer, Cloud&Heat reserves the right to terminate the contract effective on the next possible termination date. The Standard Business Terms, as amended, are deemed to have been agreed to if the customer does not object or give notice of termination within the six-week period or continues to use services provided by Cloud&Heat after the effective date of the amendment. Cloud&Heat undertakes to specifically inform the customer of his/her right of objection upon commencement of the objection period, and of the consequences of any further use of services, when communicating amendments to the Standard Business Terms.
- 3.2 The provisions of para. 3.1 notwithstanding, the Standard Business Terms may also be amended by means of an amendment agreement. The same applies to an amendment to the service description.

4. Registration; User account

- 4.1 Customers have to register on the website in order to use the services available on the Cloud&Heat website. A user account is created upon registration which permits the use of available infrastructure. Registration requires a valid e-mail address, a user name and a password to be created by the customer. It may be necessary to disclose credit card details.
- 4.2 The password selected during registration is uniquely assigned to the customer. The customer may use this password to access Cloud&Heat services. The password has to comply with the criteria communicated within the scope of registration. In case that the customer forgets his/her password, the customer can request a new password from Cloud&Heat which will assign the new password upon an appropriate security check. The customer commits to appropriately protect his/her access against unauthorised use by third parties. The password shall not be provided to third parties. The customer is liable for each instance of unauthorised use of the access to areas subject to registration facilitated by his/her conduct.
- 4.3 The customer is required to provide truthful and complete information required for the registration process.
- 4.4 In order to complete the registration, an e-mail will be sent to the customer which includes instructions for confirming the e-mail address upon submitting the registration form.
- 4.5 Registration for the products Compute Service, Block Storage and Object Storage is free of charge. There is no right of access authorisation. Registration does not entail any further obligations beyond consent to the application of these Standard Business Terms.
- 4.6 The customer may access the customer area („Cloud&Heat Dashboard“) upon successful registration. The Cloud&Heat Dashboard offers an overview of services used by the customer, as well as their control and configuration, by means of a graphic user interface. The Cloud&Heat Dashboard can be accessed by means communicated by Cloud&Heat. The customer may flexibly access and configure services purchased (CPU power, RAM, server, storage, etc.).

5. Cloud&Heat services

- 5.1 Cloud&Heat offers customer access to flexible, virtual infrastructure (Infrastructure as a Service - „IaaS“) as well as encrypted data storage for non-exclusive use on servers, storage devices, networks

STANDARD BUSINESS TERMS

and makes them available. The services are invoiced based on use. In order to guarantee security of the computer centre of the customer, system administrators perform 24/7 monitoring by means of automated monitoring tools which are regularly maintained by system administrators. Unless otherwise agreed, the performance data valid at the time of contract conclusion, which are displayed on the homepage of Cloud&Heat, will apply.

- 5.2 Cloud&Heat is entitled, without prejudice to the right to terminate the contract in accordance with Section 9, to partially or completely cease performing services set out in the agreement or a number of agreements which are related in terms of time and subject matter if the customer fails to make payment when due in full or as to a significant part thereof (at least € 50.00), despite warning, for more than 30 days or if there are specific indications of the pending insolvency of the customer. In such cases, Cloud&Heat may request payment, or partial payment as applicable, contemporaneous with performance notwithstanding an agreement to provide services in advance of payment. The foregoing is without prejudice to any claims for damages.
- 5.3 Availability levels guaranteed by Cloud&Heat are regulated in the SLA. This does not include any periods during which availability cannot be maintained due to technical or other problems over which Cloud&Heat has no influence (e.g. force majeure, third-party fault, scheduled maintenance work, etc.).
- 5.4 Cloud&Heat may temporarily block or limit access to the services to the extent that this is required for the security of network operations, maintenance of the network integrity, particularly the prevention of serious network malfunctions, the inter-operability of services and data protection provisions.
- 5.5 Cloud&Heat will perform all necessary maintenance work during low-use periods to the extent that this is possible. Maintenance will not exceed a period of 4 hours per quarter. In the event that longer, temporary performance disruptions or limitations are necessary, Cloud&Heat will inform the customer about the nature, extent and duration at least one (1) week before the interruption if this is objectively possible under the prevailing circumstances and the information would not delay the remedy of interruptions which have already occurred.
- 5.6 The customer acknowledges that the services of Cloud&Heat are subject to changes due to technical advancements as well as possible new statutory and/or administrative provisions. Service and performance (e.g. software) for the customer may thus be updated by Cloud&Heat to reflect the respective technical stage of development. However, this only applies to the extent that the fulfilment of the performance of agreed services is not unreasonably affected or impossible and may be expected to be acceptable to the customer in consideration of all circumstances and his/her legitimate interests.
- 5.7 To the extent technically and organisational possible, Cloud&Heat will use programmes for the performance of services in the respective latest and considered as stable version provided by its producer if this may be expected to be acceptable to the customer (equivalent performance levels). Unless otherwise agreed, Cloud&Heat will provide the customer timely notice of a change in version.
- 5.8 Performance dates and periods are only binding if they were confirmed by Cloud&Heat in writing and if the customer has submitted all information and documents required for the performance of services to Cloud&Heat in a timely manner, e.g. made agreed prepayments according to an agreement, granted authorisations and releases as well as performed other necessary cooperation. Agreed performance periods start on the date of provision of the service purchased. Performance periods are extended accordingly in the case of later issued supplemental or additional orders. In case the customer does not fulfil his/her notification and cooperation obligations to a sufficient extent and the performance of contractual services of Cloud&Heat is delayed thereby, the agreed periods are automatically extended reasonably, at least for the period of delay.
- 5.9 If cooperation on behalf of the customer is required to establish the availability/suitability for use of services to be provided by Cloud&Heat, such duty of cooperation is not owed by Cloud&Heat. A separate agreement must be concluded in the event Cloud&Heat offers support services and the customer

STANDARD BUSINESS TERMS

desires to use to such services.

5.10 To the extent that Cloud&Heat provides additional services free of charge (e.g. API), the customer has not claims for performance. Cloud&Heat will inform the customer in advance of the discontinuation of free services.

6. Duties and responsibilities of the customer

6.1 The customer is solely liable for all data which he/she submits including the content thereof. The customer further assumes sole liability for all damages which are caused by a violation of customer obligations set out in Section 6. Cloud&Heat is not obliged to review content delivered by the customer for legality.

6.2 The customer must ensure that data submitted by him/her are safe for the infrastructure of Cloud&Heat, particularly the computers being used, and that the data which are stored in the cloud or come into contact with computers of Cloud&Heat are checked for viruses through appropriate programmes.

6.3 The customer is solely responsible for creating a backup of the submitted data on a data medium other than Cloud&Heat computers and storage.

6.4 The infrastructure provided by Cloud&Heat must not be misused for non-contractual purposes. In particular, the following is considered as misuse:

- a) Any use of services by feigning a false identity of the customer, both in dealings with Cloud&Heat or other customers,
- b) sending spam when the respective recipient did not expressly agree to the receipt of such messages,
- c) posting or sending contents which include insult (§ 185 German Penal Code - StGB), defamation (§§ 186 et seq. StGB), libel (§§ 187 et seq. StGB), denigration (§ StGB 189 StGB), incitement of popular hatred (Volksverhetzung; § 130 StGB), stalking (§ 238 StGB), coercion (§ 240 StGB) or threat (§ 241 StGB) or which are otherwise criminal offences,
- d) posting or sending text, image, video, audio or other files which infringes copyrights, trade mark, naming, competition or personal rights,
- e) posting or sending of pornographic content or content liable to corrupt the young,
- f) use of personal data of other customers to the extent that the customers affected did not agree to the specific type of use; this applies particularly to usage for commercial purposes,
- g) manipulation of services, servers or computers of Cloud&Heat by means of technical devices, accesses or other measures or data.

6.5 In case of improper use according to Section 6.4, Cloud&Heat reserves a right of extraordinary termination with regard to the contract with the customer.

6.6 The customer is obliged to label any website related to the services of Cloud&Heat as well as contents provided to the public in accordance with applicable provisions of law (in particular, the obligation to provide legal disclosure pursuant to § 5 German Telecommunication Media Act (TMG), § 55 German Broadcasting Treaty, DL-InfoV). The customer shall indemnify and hold Cloud&Heat harmless from all claims arising from a violation of the aforementioned obligations.

6.7 The customer declares and guarantees that (i) he/she or his/her licensee has all rights to the data uploaded to the cloud or on Cloud&Heat computers, particularly, but not exclusively, copyrights, trademark and naming rights and (ii) that none of the data uploaded to the cloud or on Cloud&Heat computers violate Section 6.2 of these Standard Business Terms or applicable law.

6.8 The customer must immediately inform Cloud&Heat of any disruptions in the cloud or on computers and computer centres of Cloud&Heat.

STANDARD BUSINESS TERMS

6.9 If the customer is subject to embargoes with regard to services export restrictions (particularly so-called dual-use goods), they must adhere to the foreign trade provisions. Upon identification of infringement hereof, Cloud&Heat is not obliged to perform such contractual services.

6.10 Data transmission and storage via CloudCuber is carried out encrypted only. Every customer has an own key. Cloud&Heat does not have any access to the for the encryption of data used keys and data, which is stored in the cloud. In case of losing the encrypting keys, there is not possibility to get access on the stored data. A regularly back up of the keys is highly recommended to the customer.

7. Payment terms; Default

7.1 Payment owed by the customer is determined by the Cloud&Heat price list valid at the time of the conclusion of the contract. The price list is available on the Cloud&Heat website. Unless expressly stated, VAT is not included in the prices and is stated separately on the invoice date in the applicable statutory amount.

7.2 The following terms apply for payments. Fees are charged each at the last day of a month. If the agreement is not concluded on the first day of a calendar month, the price to be paid on the first month is charged in proportion to the remaining days of the month, starting with the day following the provision of a service. Cloud&Heat is further entitled to generate a separate invoice in the event that the current claim exceeds a balance of € 500.00 with the regular (average) invoice amount of the preceding months by 50% or more, and/or with the threshold value agreed with the customer or not agreed otherwise. Cloud&Heat provides an electronic invoice by e-mail. If the customer requires the invoice to be sent by post, Cloud&Heat is entitled to charge an amount of € 2.50 per invoice.

7.3 Fees may be paid by direct debit and credit card for customers based in the Federal Republic of Germany, and exclusively by credit card for international customers. The customer authorises Cloud&Heat to debit all fees incurred from the account provided. The customer must reimburse all costs which are incurred by a returned direct debit or transactions which cannot be executed unless the customer exercised due care or the damage would have been caused despite due diligence.

7.4 Cloud&Heat is entitled to cease performing services in the cases of default of payment for two successive payment dates or a considerable part of the remuneration or if the amount of default of payment reached the amount of remuneration for two months in a period including more than two months.

7.5 A customer is in default of payment upon expiry of the payment period specified in the invoice, or upon expiry of four weeks from receipt of the invoice if a payment period is not specified. Amounts owed are subject to interest at a rate of 8% above the base rate to the extent that the customer is an entrepreneur within the meaning of § 14 German Civil Code (BGB). If the customer is a consumer pursuant to § 13 BGB, amounts owed are subject to interest at a rate of 5% above the base rate. Cloud&Heat is entitled to charge a lump sum of € 5.00 for each dunning notice sent after the first day of default. Cloud&Heat expressly reserves the right to claim higher default interest. The foregoing is without prejudice to Cloud&Heat's right to assert additional claims for default of payment.

8. License agreements; Copyrights and rights of use

8.1 In the event a Cloud&Heat customer receives a non-exclusive right for the contractual use of programmes/software („Licenses“) and performance components provided, the following terms of use apply in addition to the license provisions of the respective manufacturer. License agreements with third parties may be provided to the customer on request. The term „programme/software“ includes the original programme, all copies thereof as well as parts of the programme, even if they are connected to other programmes. A programme comprises machine-readable instructions, audio-visual contents, documentations and/or corresponding license material.

8.2 The customer ensures that every person who uses programmes/software services of Cloud&Heat will

STANDARD BUSINESS TERMS

adhere to these provisions and the license provisions of the respective manufacturers. These persons can only use the programme/software to the selected extent.

8.3 The customer is allowed to back up data according to technical rules and to create necessary back-up files of the programmes. The customer must refrain from changing or removing copyright notices of Cloud&Heat or third parties. The customer is not entitled to use, copy, modify, transfer, transform in another form (particularly reverse engineering or decompiling) or translate in any other way Cloud&Heat programmes/software as well as Cloud&Heat services than specified in the terms of use or of license respectively, if such transformation is not stipulated by explicit statutory provisions. The customer is further entitled neither to duplicate, rent out, lease, sub-license the programme/software nor to make it available to third parties in any other manner.

8.4 As far as a Cloud&Heat customer was granted a temporary right to use the programmes/software, or the right of use expires due to a termination of an agreement, the customer must return/delete on request of Cloud&Heat all programmes/software as well as service components, including eventual duplications/copies as well as all written documentation hereof and other information if the customer is not legally bound to a longer retention period.

8.5 The available Cloud&Heat services are protected by copyright or other property rights (e.g. trademark and naming rights) and must not be used for non-contractual purposes without prior written consent. If the customer is permitted to use graphic elements, images, texts, animations and design templates, he/she has the right to use these contents for the term of the respective contractual relationship.

8.6 Cloud&Heat is generally not entitled to use data, applications and information of the customer. Rights and obligations arising from this are his/her exclusive responsibility. However, the customer grants Cloud&Heat an unrestricted, non-exclusive right of use which is free of license fees and comprises all types of use for data/applications and other information to the extent this is necessary in order to perform services as per agreement.

9. Contractual period; Termination

9.1 This user contract/license agreement for Compute Service, Object Storage and Block Storage is in force for an indefinite period. The contract may be terminated by the user at any time without compliance to a period and by Cloud&Heat with a period of two (2) weeks by e-mail. The user can send a termination at: info@cloudandheat.com

9.2 The contract for CloudCuber is in force for a period of 24 months. The contract will be automatically extended by further 12 months unless it is terminated by one of the parties by giving notice one month prior to expiry of contract term. The user can send a termination at: info@cloudandheat.com

9.3 The date of receipt of the written notice by the respective other party is decisive for adherence to the termination period and for the termination itself.

9.4 The statutory right of extraordinary termination remains unaffected by the aforementioned provisions.

10. Liability

10.1 Cloud&Heat is only liable for violation of contractual and non-contractual obligations and only in cases of intent or gross negligence. The foregoing restriction does not apply to the breach of typical contractual obligations for which the breaching party is at fault, for a lack of guaranteed features, for personal injury as well as in cases of mandatory liability according to provisions of applicable law and under the German Product Liability Act.

10.2 The customer is aware that loss or damage of data in a computer system can never be fully excluded. In this respect, Cloud&Heat does not assume any guarantee that all user data are available without limitation at all times and in future. Every user is thus responsible for backing up important information on an own data medium to the extent that this does not infringe any copyrights or other property

STANDARD BUSINESS TERMS

- rights. Cloud&Heat does not assume liability for financial losses due to data loss unless such damage was caused by Cloud&Heat or its agents intentionally or as a result of gross negligence
- 10.3 The customer shall indemnify and hold Cloud&Heat harmless from all claims asserted by third parties against Cloud&Heat on the ground of contents which the customer publishes or submits by means of Cloud&Heat services purchased. This applies particularly claims for any infringement of copyrights, trademark, naming, competition or personal rights. The right of indemnity also includes expenses of Cloud&Heat for an appropriate investigation of facts and for legal defence.
- 10.4 In case of any infringement of Section 6 of these Standard Business Terms, Cloud&Heat reserves the right to renew a claim of damages incurred as a result of the infringement in each individual case.

11. Contractual penalty

To the extent that the customer is at fault for a breach of Sections 6.2, 6.4, 6.6 or 6.7, the customer commits to pay to Cloud&Heat a contractual penalty in the amount of € 5,000.00 subject to the exclusion of the presumption of a continuation of the offence. Cloud&Heat is entitled to request payment of a contractual penalty as a minimum amount apart from the payment of compensation for damages owed by the customer according to statutory provisions; this is without prejudice to the right to assert claims for additional damages.

12. Data protection; Backup

- 12.1 The customer and Cloud&Heat are mutually obliged to treat confidentially all information and trade secrets of the respective other contracting party disclosed to the other party in the context of contractual negotiations and performance for an indefinite period and to use the foregoing only for the agreed purposes; similarly, the parties mutually undertake to adhere to applicable provisions of data protection and security.
- 12.2 All personal data provided (e.g. title, name, address, date of birth, e-mail address, telephone number, fax number, bank information) are obtained, processed or used exclusively according to applicable data protection provisions.
- 12.3 If personal data are required for the initiation, substantive arrangement or amendment of the contractual relationship (master data), such data are exclusively used in connection with the execution of the corresponding contracts. Any use of existing data beyond this which is stipulated by the agreement for advertising purposes or for market research requires the express consent of the customer.
- 12.4 Personal data required to enable and invoice the utilisation of services (traffic/ usage data) are used for the implementation of concluded agreements. Such traffic data are particularly attributes to identify the customer as a user, statements on the beginning and end as well as the scope of respective utilisation of services. Subscriber-related traffic data may also be used for advertising purposes, market research, demand-oriented development of services of Cloud&Heat as well as to create user profiles by using pseudonyms. The customer is entitled to object such use of data at any time.
- 12.5 Cloud&Heat advises the customer explicitly that data protection for data transfers in a public network such as the Internet cannot be completely guaranteed based on the current state-of-the-art. The customer is aware that Cloud&Heat can view the Cloud&Heat dashboard and possibly also further unencrypted customer data stored in the customer area. It is also possible that third parties are technically able to intervene in network security without authorisation and to view data traffic. As complete protection is impossible, Cloud&Heat advises the customer to use own backup measures besides the guaranteed network and hardware security.
- 12.6 The customer is aware that the performance of services may comprise contract data processing within the meaning of § 11 German Federal Data Protection Act (BDSG). In this respect, the customer is responsible for adhering to the provisions of the BDSG and to rules imposed by the party responsible for data protection (cf. § 3 (7) BDSG). Likewise, Cloud&Heat states that the technical and organisational

STANDARD BUSINESS TERMS

measures pursuant to § 9 in conjunction with the Appendix to § 9 BDSG are in principle adhered to. An agreement with regard to contract data processing pursuant to § 11 BDSG must be concluded between Cloud&Heat and the customer in the event contract data processing is intended.

- 12.7 The customer is responsible for adhering to the obligations to archive and delete (e.g. with respect to commercial and tax law). Cloud&Heat is entitled to delete information which the customer submitted and stored (contents of the customer infrastructure) immediately upon termination of the contractual relationship. In the event that legal, statutory or contractual retention periods prohibit deletion, require a disproportionate effort or affect legitimate customer interests, deletion is replaced by blocking such data-
- 12.8 The latter shall be responsible for performing a backup on a regular basis which he/she or his/her vicarious agents modified the master data, whereas data stored on Cloud&Heat servers may not be backed up on such servers. The customer has to perform a complete backup, particularly before Cloud&Heat starts performing services or before the installation of hardware or software. The customer is further obliged to carefully check each programme/software and other service components for defects and usability in the specific situation before operative use. This also applies to programmes/software which he/she receives from Cloud&Heat. The customer is expressly informed that even slight changes may change the operability of the whole system.

13. Force majeure

Unexpected, inevitable events which are beyond the control and fault of Cloud&Heat such as force majeure, war, natural catastrophes or labour disputes exempt Cloud&Heat from the obligation to perform for the respective period. Agreed performance periods are extended by the duration of the disruption; the customer will be appropriately informed about the occurrence of the disruption. If the end of such disruption is not foreseeable or if it lasts longer than a month, each party is entitled to terminate the agreement. This also applies if circumstances referred to above occur at a sub-contractor of Cloud&Heat.

14. Dispute resolution

The European Commission provides a platform for online dispute resolution (ODR) via the following link: <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of their disputes.

15. Miscellaneous

- 15.1 The customer may only transfer contractual rights and obligations to third parties with the prior written consent of Cloud&Heat.
- 15.2 A set-off of claims asserted by Cloud&Heat is only permitted to the extent such set-offs are not disputed or have been established by a binding ruling of a court.
- 15.3 The contractual relationships of the parties are subject to German law.
- 15.4 The parties agreed that the exclusive place of jurisdiction for all disputes arising from or related to the use of Cloud&Heat services, these Standard Business Terms or the service description is Dresden, Germany. If the customer is a consumer, the place of jurisdiction is the registered office or place of residence of the respective defendant.
- 15.5 The headings used in these Standard Business Terms, the agreement or the service description are merely for descriptive purposes and are not to be used to interpret the agreement.
- 15.6 In the event that provisions of these terms of use are or become ineffective or void, or these terms of use are incomplete, the effectiveness of the remaining provisions will remain unaffected. In such a case, the ineffective or void provision is replaced by such legal provision which comes closest to the economic substance of the ineffective or void provision. The same applies to contractual loopholes.

STANDARD BUSINESS TERMS

German law stipulates a right of revocation for users who concluded so-called distance contracts. The following does not apply to entrepreneurs within the meaning of § 14 BGB.

NOTICE OF RIGHT OF REVOCATION

Right of revocation:

You may revoke your contractual declaration within 14 days without an indication of the reason therefore in written form (e.g. letter, fax, e-mail) or - if you have received the product prior to the expiry of this period - by returning the product. The period starts upon receipt of this notice in written form. In order to comply with the termination period, it is sufficient to send the notice of termination or return the goods during such period. The notice of termination must be sent to:

**Cloud&Heat Technologies GmbH
Königsbrücker Straße 96
01099 Dresden
Fax: +49 351 479 3670-110
E-mail: contract@cloudandheat.com**

Consequences of revocation:

In case of a valid revocation, performance received by both parties must be returned and any benefit derived (e.g. interest), if applicable, must be surrendered. In the event that you cannot return or surrender performance received or benefits (e.g. benefits from use) in full or in part or only in a deteriorated condition, you must pay compensation to us. The customer has to compensate for deterioration only to the extent that the deterioration of the matter was caused by handling the item beyond the check of qualities and functioning. A „check of qualities and functioning“ means testing and trying the respective goods as it is possible and customary in a shop. Goods capable of being shipped by package are to be returned at our risk. You must bear the standard costs of return if the goods conform to the order and if the price of the goods to be returned does not exceed EUR 40.00 or, in cases of goods with a higher price, if you have not yet paid consideration or a contractually-agreed instalment at the time of cancellation. In all other cases, return shipment is free of charge to you. Goods not capable of being shipped by package will be picked up at your location. Obligations to refund payments must be fulfilled within 30 days. For you, this period starts at the time of dispatch of your declaration of revocation or of the goods; for us, it starts with the receipt of them.

Special notices:

Your right of revocation concerning a service expires prematurely when the agreement is completely fulfilled by both you and Cloud&Heat at your explicit request prior to your exercise of your right to revocation.

END OF THE NOTICE OF RIGHT OF REVOCATION

