



Terms of Use

On the website kittl.com ("**Site**") Kittl Technologies GmbH, Saarbrücker Straße 37, 10405 Berlin, Germany ("**Kittl**") provides a platform for creating, editing, sharing and using designs (the "**Kittl Platform**").

Use of the Kittl Platform requires that you as the user ("**User**") accept all provisions, rules and conditions of these terms of use ("**Terms of Use**") as well as the license terms ("**License Terms**") which form the basis of the agreement concluded between Kittl and the User ("**Contract**"). If, for whatever reason the User disagrees with these provisions and does not accept these Terms of Use, he/she must not enter the Site and must not use the Kittl Platform. In case of any contradiction between the details of these Terms of Use and other documents on the Site, the details given within these Terms of Use shall prevail.

Changes to the Kittl Platform pursuant to Section 6., as well as changes to statutory requirements may make it necessary for Kittl to amend these Terms of Use and/or the License Terms ("**Amendment**"). Kittl will inform the User in the event of a planned Amendment about the content of the Amendment with at least four (4) weeks' notice to the scheduled date of entry into force; the amended Terms of Use and/or the License Terms will only come into effect if the User has agreed to the Amendments.

1. CONDITIONS OF PARTICIPATION AND LOGIN DETAILS

The User can use the Kittl Platform if he/she is a natural person who has reached the age of 18. If the User uses the Kittl Platform on behalf of a company or organization, the User confirms to Kittl that he/she is authorized to act on behalf of that company or organization and the User agrees to be legally bound by these Terms of Use on such company's or organization's behalf.

Use of the Kittl Platform requires that the User has fully completed the registration process for the Kittl Platform. In order to register for the Kittl Platform, the User needs to

a) enter his/her username, e-mail address, and define a password or

b) use a profile of a (social) network operated by third parties, such as Facebook or Google ("**Social Login**"); if the User wishes to register with the Kittl Platform by means of Social Login, the User will be redirected to the login/registration mask of the (social) network and can log in there with his/her user name and password stored with this provider ("**Login Details**").

The Login Details chosen by the User are confidential information. The User acknowledges the necessity not to disclose these Login Details and promises to keep it secret and not uncover, pass, or offer the Login Details to a third party without written permission from Kittl.

The User confirms that he/she, as an owner of the Login Details, bears responsibility for each access to the Kittl Platform. Also, the User is informed and agrees that Kittl automatically accepts and recognizes the use of his/her Login Details as evidence of the fact that it was the User who gained access to the Kittl Platform. If the User has reason to believe that the confidentiality of his/her password has been compromised or unauthorized access to his/her Kittl account is otherwise possible, the User agrees to promptly change the Login Details and notify Kittl.

Kittl has the right to request password changes from time to time. Kittl may block access to the Kittl account pursuant to Section 11 until such password change has been made.

2. SERVICE

With the Kittl Platform, Kittl offers the User the opportunity to create designs by using various tools and features (e.g. editing illustrations, text effects, colour settings etc.).

The User can

- upload his/her own photos, designs, fonts, illustrations or other content ("**User Uploads**"),
- use photos, designs, fonts or illustration templates of Kittl ("**Kittl Designs**") as such, and/or
- use Kittl Designs and/or User Uploads to create an individual(ized) design on the Kittl Platform ("**User Generated Designs**", User Generated Designs and Kittl Designs, together the "**Designs**").

Further, the User has the opportunity to publish and share User Generated Designs with other users.

3. FREE VERSION

Kittl may provide a free-of-charge version of the Kittl Platform that includes a reduced set of features of the Kittl Platform ("**Free Version**"). The scope of features that can be used within the Free Version is at Kittl's discretion and Kittl retains the right to change the scope of features or to stop providing a Free Version at any time.

4. SUBSCRIPTION PLAN, PRICING AND PAYMENT

Kittl offers various subscription plans for the use of the Kittl Platform that include different sets of features and licenses ("**Subscription**"). The prices for the Subscription are specified under <https://www.kittl.com/pricing>.

Before ordering a Subscription plan, the User must create a free user account. By selecting a Subscription plan and clicking on the button (referred to as " Order with obligation to pay " or similar) at the end of the order process, the User places a legally binding offer to the conclusion of a contract regarding the chosen Subscription plan. Prior to placing the order, the User may always make adjustments to the order.

Upon receipt of the order, the User will receive an automatically generated summary of the Subscription. This is a non-binding confirmation receipt to let the User know that the order has been duly received and which Subscription the User has ordered. Only upon Kittl's order confirmation or the start of the actual provision of services, a contract shall have been concluded.

The prices of the Subscription can be paid monthly or annual via credit card. The User's Subscription will automatically renew on a monthly or yearly basis, depending on which plan the User chose, unless it has been terminated.

The User acknowledges and agrees that once the withdrawal period of 14 days has elapsed, they are no longer entitled to a refund for any payments made. Kittl has a strict no-refund policy after the 14-day withdrawal period, regardless of whether the Subscription is terminated before the end of the billing cycle.

All prices are net prices plus the applicable taxes and fiscal charges that accrue by law.

5. RIGHT OF WITHDRAWAL

If the User is a consumer within the meaning of § 13 German Civil Code, Kittl will inform the User about his/her right of withdrawal within the scope of the respective order process. The User acknowledges, that Kittl will not commence the provision of services with regard to the Kittl Platform until the expiry of the withdrawal period, unless the User has expressly waived his/her right of withdrawal by clicking on the relevant checkbox as part of the ordering process.

The User further acknowledges and agrees that once the withdrawal period has elapsed (14 days from the date of purchase), they will not be eligible for a refund for any payments made. Kittl maintains a strict no-refund policy after this 14-day withdrawal period.

6. AVAILABILITY, FUNCTIONALITY AND CHANGES

Kittl offers the User the possibility to use the Kittl Platform if and to the extent that the Kittl Platform is available and functional. However, Kittl does not guarantee the continuous availability and functionality of the Kittl Platform.

Kittl offers the possibility to use the Kittl Platform only with the functionalities and the quality that the Kittl Platform currently provides at the time, but Kittl does not promise any functionality or quality, except that the Kittl Platform generally provides for the scope described in Section 2. Information about the functionality and quality of the Kittl Platform on the Site or in advertising material is not part of the Contract concluded between Kittl and the User, unless explicitly referred to in the Terms of Use.

Kittl reserves the right to make other changes to the Kittl Platform including to modify functionalities (together: **"Changes"**) at any time without prior notification, provided that the Kittl Platform continues to generally provide the scope described in Section 2 and that such Changes are not unreasonable for the User. However, Kittl is not obligated to make any Changes. Kittl does not warrant that information given on the Kittl Platform is complete, accurate and compliant.

7. DUTIES OF CARE AND COOPERATION

The User is responsible to ensure that the electronic equipment he/she uses, has all the relevant technical specifications that are required for using the Kittl Platform.

The User agrees to use the Kittl Platform solely in compliance with all applicable laws. The User is prohibited from using the Kittl Platform to support activities that may cause Kittl to violate applicable law.

The User is responsible for any User Uploads and User Generated Designs provided by the User on the Kittl Platform. In particular, the User must ensure that (i) User Uploads and User Generated Designs do not violate personal rights, advertising rights, copyrights, publishing rights or any other rights of any other person, and (ii) no license or other fees are incurred through their use. The User further undertakes not to provide any User Uploads and User Generated Designs that is offensive, discriminatory, glorifies violence, is defamatory or misleading, promotes or supports an illegal act or otherwise violates applicable law and agrees to avoid using the Kittl Platform in an inappropriate manner including, but not limited to:

- Falsifying or imitating data concerning an original source of Designs on the Kittl Platform,
- Advertising or selling goods or services of any kind, and also placing on the Kittl Platform any information without any relation to the specialization of Kittl Platform resources (such as surveys, advertisements, or spam mailings),
- Downloading or saving any User Uploads, User Generated Designs or other files from the Kittl Platform if the User knows that such downloads or copies are unlawful, cannot or should not be legally distributed,
- Using any Kittl Platform options including but not limited to sharing User Uploads or User Generated Designs with other users of the Kittl Platform for advertising purposes, to distribute

referral links, promote files, designs, goods, services or activities, whether or not connected to the Kittl Platform.

The User also agrees not to use the Kittl Platform in a way that

- searches, retrieves, copies or monitors the Kittl Platform and/or its elements using a program, algorithm, or comparable method for collecting or extracting data (such as using automated tools like bots, spiders, or scrapers),
- is designed to modify, reproduce, or otherwise make available to the public, or publicly broadcast, or create a separate service comparable to, or to replicate (any part of) the Kittl Platform,
- damages, disrupts or otherwise impairs the operation of the Kittl Platform as well as the systems, infrastructure and/or applications used to operate it, which includes sending, transmitting or implementing files that contain viruses, worms, Trojan horses, or other harmful or destructive features,
- is designed to investigate, scan or test vulnerabilities of the Kittl Platform or to circumvent or compromise security and/or authentication measures that protect the Kittl Platform and/or its elements; or
- copies, translates, disassembles, decompiles, reverse engineers or otherwise modifies the software of the Kittl Platform in whole or in part, or creates derivative works thereof.

8. INTELLECTUAL PROPERTY AND RIGHTS OF USE

The User is only allowed to use the Kittl Platform, its features, functionalities and documentation to the extent specified in these Terms of Use. Unless otherwise explicitly provided in these Terms of Use, all rights to the Kittl Platform, its features, functionalities and documentation are – in the relationship between the User and Kittl – owned by Kittl or its licensors.

The rights that Kittl grants to the User with respect to the Designs and the rights that the User grants Kittl with respect to the User Uploads and User Generated Designs are set out in and subject to the [License Terms](#).

If the User creates and provides Kittl with feedback suggestions, ideas in the context of the integration and/or use of the Kittl Platform ("**Feedback**"), the User assigns to Kittl all right, title, and interest (including all copyright, patent, and other intellectual property rights) in such Feedback for all current and future methods and forms of use and exploitation in any way. If such rights in Feedback cannot be effectively assigned under applicable law, the User grants Kittl the exclusive, worldwide, unrestricted, perpetual, irrevocable, royalty-free rights to use and exploit such Feedback for all current and future

methods and forms of use and exploitation in any way; such rights include in particular, but are not limited to, the right to reproduce, distribute, publicly perform, publicly display, make, use, have made, sell, offer to sell, import, modify and make derivative works based on, and otherwise exploit that Feedback.

Kittl is not required to make use of any Feedback. It is in Kittl's sole discretion whether and how Kittl uses any Feedback provided by the User. If Kittl makes use of the User's Feedback, Kittl is not required to credit or compensate the User in any way or form.

9. PROCEDURE OF NOTIFICATION AND PRESENTATION OF INFRINGEMENT CLAIMS

Kittl does not control User Uploads, User Generated Designs and information exchanges performed through the Kittl Platform and is not responsible for such content. Nevertheless, Kittl has the right to remove, delete, refuse to publish, or edit User Uploads or User Generated Designs which Kittl may regard as violating or presumably violating these Terms of Use, the Licence Terms, the rights for privacy or intellectual property, or similar rights of third parties.

If the User believes that certain content on the Kittl Platform violates these Terms of Use, License Terms and/or applicable law, the User should report such content to Kittl using the Contact Us section on the Site or by email at info@kittl.com.

Kittl will promptly review reported content and remove any such content that violates these Terms of Use, License Terms and/or applicable law.

10. TERM AND TERMINATION

The Contract for the use of the Kittl Platform runs for an indefinite period of time.

The User can terminate the Contract at any time without observing a notice period and without giving a reason. This can also be done by deleting the User's the Kittl account.

Kittl can only terminate the Contract for convenience by observing a reasonable notice period especially if:

- Kittl reasonably considers that the User has used the Kittl Platform in a fraudulent manner, in breach of these Terms of Use, the License Terms or for illegal or improper purposes;
- Kittl reasonably considers that the User has used the Kittl Platform in an unfair manner, has deliberately cheated or taken unfair advantage of Kittl or any other users or if the User's Kittl account is being used for the benefit of a third party;

- Kittl is required to do so to comply with applicable law, an order of a court or other regulatory authority.

Kittl's right to suspend the User's access to his/her Kittl account pursuant to Section 11 remains unaffected.

11. SUSPENDING ACCESS TO THE USER'S KITTL ACCOUNT

Kittl may at its sole discretion suspend access to the User's Kittl account if Kittl reasonably determines or has reasonable grounds to suspect that the use of the Kittl Platform by a User:

- violates these Terms of Use, the License Terms and/or applicable law,
- infringes the rights of third parties,
- poses a security risk to the functionality of the Kittl Platform,
- could subject Kittl and/or other users to liability; or
- could be fraudulent.

Kittl also reserve the right to suspend access to the User's Kittl account if the User has refused to change the Login Details after being requested by Kittl to do so or has refused to agree to a reasonable Amendment of these Terms of Use or the License Terms by the scheduled date of the Amendment coming into effect.

Kittl will remove a suspension as soon as the reason for the suspension no longer exists. For this purpose, the User is welcome to contact Kittl at info@kittl.com in order to obtain clarification.

Further claims against the User remain unaffected.

12. LIMITATION OF LIABILITY

Kittl is liable – regardless of the legal basis – without limitation

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, body, or health,
- in the absence of a guaranteed quality or in the case of fraudulently concealed defects, and
- on the basis of mandatory liability such as under the German Product Liability Act (or other local laws).

In the event of damages to property and financial losses caused by slight negligence, Kittl's liability shall be limited to cases that constitute a breach of an essential contractual obligation and shall be limited in amount to the foreseeable damage typical of the Contract, unless unlimited liability exists in accordance with the first sentence of this Section 12. Essential contractual obligations are obligations which the Contract imposes on Kittl in accordance with its content in order to achieve the purpose of the Contract, the fulfilment of which is essential for the proper execution of the Contract and upon fulfilment of which the User may regularly rely.

In all other cases, the liability of Kittl is excluded.

The above limitations of liability also apply regarding Kittl's liability for Kittl's vicarious agents, employees, and legal representatives.

Legal warranty claims are not affected by these limitations of liability.

Kittl recommends that the User backs up any User Uploads and User Generated Designs and data used in connection with the Kittl Platform, to protect the User in case of problems with the Kittl Platform.

13. THIRD PARTY DISCLOSURE

The use of our printing and shipping services requires that we disclose your data, including but not limited to names, shipping addresses, and product specifications, to reputable third-party service providers. Please be advised that sharing your data is undertaken with due diligence and in strict compliance with applicable data protection laws.

14. THIRD PARTY WEBSITES

There may be links to third-party websites on the Kittl Platform. Such links are given solely for the User's convenience. Their presence does not mean that they are recommended or endorsed by Kittl. Also, Kittl does not warrant their safety and that such third-party websites meet the User's expectations.

15. CONTACT INFORMATION

For any questions in connection with the provisions of the Contract, please contact Kittl at info@kittl.com.

16. ONLINE DISPUTE RESOLUTION

The EU Commission provides a platform for online dispute resolution at <https://ec.europa.eu/consumers/odr>. Kittl is neither obligated nor ready to participate in online dispute resolution.

17. MISCELLANEOUS

The Contract constitutes the entire agreement between the User and Kittl with regard to the subject matter hereof.

The User is not entitled to transfer the Contract to third parties without Kittl's prior written consent.

Subject to any mandatory provisions of the applicable law of the User's place of residence, the Contract is subject to the laws of the Federal Republic of Germany, excluding the United Nations' Convention on Contracts for the International Sale of Goods, CISG. The place of jurisdiction for pecuniary disputes arising out of or in connection with the Contract is Berlin, Germany, if the User, as the party to be sued, is a merchant, legal person under public law, or special asset (*Sondervermögen*) under public law or the User has moved his/her domicile or usual place of residence to a place outside the Federal Republic of Germany or if the User's domicile or usual place of residence is not known to Kittl at the time the action is filed.

Should any individual provision of this Contract be or become invalid or unenforceable, this shall not affect the validity of the other provisions of the Contract which shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which accords most closely with the presumed intention and the intended purpose of the Contract and the parties agree to provide any necessary declarations in this respect.

The order text is not stored by Kittl and can no longer be retrieved after the order process has been completed. However, the User can print out the order data immediately after sending the order.

This Contract and all related documents are written in English language. Any translation hereof or any version in a language other than English shall be for convenience purposes only. In the event of any discrepancy between this English language version and any other language version, the English language version shall prevail.