

## GENERAL TERMS AND CONDITIONS

### 1. Service provider:

Company name CleenUP GmbH

Company headquarters: Mohnwinkel 1a, 90607 Rückersdorf

Company Registration Court: Nuremberg

HR number: HRB35109

Tax number: 241/123/51333

Email address: hello@cleenup.com

Telephone number: +49 151 2560 1496

as well as the franchise partners in contract with CleenUp GmbH (hereinafter: franchise partners).

### 2. General

2.1. The following general terms and conditions (hereinafter: GTC) apply to all customers, users who have registered on the website [www.cleenup.de](http://www.cleenup.de) (hereinafter: website) or in the CleenUp app (hereinafter: app) and when registering have agreed to these terms and conditions. The GTC also apply to the addresses specified in the individual orders for services by CleenUp GmbH and Franchise Partners (hereinafter jointly: service provider), determine the conditions of the legal relationship between the service provider and the user, who can be a natural person or a legal person ( hereinafter: "You" or "User").

The operator of the website and the application is CleenUp GmbH. Through the Website and the Application, as well as at the fixed locations specified in Appendix 2 of the GTC, Users can use the Vehicle Cleaning Services under the conditions specified in the GTC. CleenUp GmbH is entitled to change these GTC at any time or to change or discontinue the service and/or the application and/or the operation of the website.

2.2. Different general terms and conditions on the part of third parties do not form a legal basis. Deviating terms and conditions of the customer are hereby contradicted. CleenUp GmbH only recognizes deviating terms and conditions if this has been expressly agreed in writing.

### 3. Registration

3.1. The use of the website and the application requires registration by the user. The user can obtain information on the website and in the application and, if he agrees, at the time of registration, in the ticked cell, indicate that he accepts the GTC and the data management information published on the website and in the application. CleenUp GmbH ensures that both the terms and conditions and the information on data management on the website and in the application are accessible and available at all times.

3.2. When registering, the user is obliged to provide their own real data. If the registration data is untrue or can be assigned to another person, the electronic contract does not come about. The service provider excludes its liability if the user uses its service on behalf of another person, with another person's data.

1.1. CleenUp GmbH hält die falsch angegebene Registrierung für ungültig. Eine ungültige Registrierung bedeutet keine Verpflichtung für den Dienstleister. Darüber hinaus haftet der Dienstleister in keiner Weise für fehlerhafte oder verspätete Leistungen, die auf vom Benutzer falsch bereitgestellte Daten zurückzuführen sind.

1.1. The Service Provider shall not be liable for any damage caused by the User forgetting his password or making it available to unauthorized persons for a reason not attributable to the Service Provider.

1.2. The user has the right to view and change the data provided during registration at any time, provided that the changes correspond to the truth. The user is also entitled to have the data provided during registration deleted on the basis of a written request from CleanUp GmbH in accordance with the statutory provisions.

The data deleted at the user's request may affect the contractual performance of the service provider or make it impossible, therefore the service provider is not liable in any way

Wise for the resulting non-performance and its consequences.

1.3. CleanUp GmbH has the right to unilaterally exclude the User from the Services or to cancel the registration at any time if there is any unlawful or abusive suspicion or abuse on the part of the User in relation to the use of the Application or the Website or the Service.

## 2. Ordering, processing and performing the service on the website and in the application

Ordering the service:

2.1. You are eligible to register if you have read, agreed to and accept all of the Terms and Conditions and Data Management Information. The Service is not available through the Application or the Website without registration. For natural persons, registration and use of the service is only possible from the age of 18.

4.2 When registering, the user must provide:

- Name (company name)
- E-mail address
- phone number (mobile phone)
- Billing Details
- Password
- the confirmation code sent by the service provider to the email address provided

4.3 After acceptance, click on the "Order" button to order the service.

4.4. Process of the individual order

Data required for ordering:

1. The exact location and address of the car must be provided
2. The time interval for cleaning must be specified
3. The car must be selected for which the service will be ordered (if the user has registered more than one car)
4. The user must indicate the car manufacturer, type, color and license plate number for which the service is ordered (you can register more than one car at a time)
5. It must be selected whether an exterior cleaning or an exterior and interior cleaning is requested
6. The cleaning package must be selected (with appropriate content)
7. Specify additional services, if applicable (e.g. dog hair or stain removal)
8. The means of payment must be selected and the bank card details required to pay for the service

9. Send order

10. Confirmation or rejection of the order by the service provider

4.5. It is the Service Provider's own unilateral decision, which does not require justification, whether or not to accept the order submitted by the User, and according to this decision gives feedback on the submitted order: it is either rejected or confirmed. If the Service Provider cannot fulfill the order on the terms specified by the User, it will refuse the order and then, if possible, agree with the User on the next suitable appointment, which the User can order in the

Application.

The Service Provider has the right to refuse to perform the service ordered by the User within 24 hours of sending the order if the Service Provider cannot fulfill the order placed by the User with the data specified therein. In this case, the Service Provider's customer service will notify the User at the specified e-mail address or in the Application about the refusal of the order and the possibility of performing the service at another time, which the User can order in the Application.

In the case of confirmation, the contract for the ordered service is concluded between the service provider (CleenUp GmbH or the franchise partner) and the user with the data and conditions specified in the order filled out above by the user and accepted by the service provider, as well as with the GTC accepted by the user

4.5. During the ordering process, before the order is completed, you have the option of continuously changing the data you have entered. The service provider excludes its performance liability due to incorrect data entry; the Service Provider is entitled to charge for travel costs due to the incorrect address and/or time provided by the User. Incomplete/incorrectly specified e-mail addresses or full storage capacity in the mailbox can lead to non-delivery of the confirmation and prevent or exclude the conclusion or fulfillment of the contract.

4.6. If you placed an order for a date less than 24 hours from the order by mistake or by mistake, you can easily cancel the erroneous order in the application within 15 minutes from the ordering of the service.

A cancellation or rebooking of a service that takes place up to 24 hours before the start of the agreed performance of the service is free of charge. For a cancellation or rebooking made less than 24 hours before the start of the service, a processing fee is due in accordance with the following provisions:

- Cancellation 24 hours to 12 hours before the start: 25% of the respective Invoice amount of the booked service
- Cancellation 12 hours to 2 hours: 50% of the respective invoice amount the booked service
- Cancellation less than 2 hours: 75% of the respective invoice amount booked service
- For a rebooking made less than 24 hours before the start of the execution of the service, a processing fee of EUR 19.00 net is due

4.7. During the order, the personal data recorded in the data management information must be provided. Accurate provision of data is important, since the service provider can contact the user at the specified phone number and / or e-mail address and provide information on ordering the service, moreover, the data provided will be included in the concluded contract. The service provider is not liable for any damage incurred by the user as a result of the user forgetting his password or making it accessible to third parties.

4.8. The service provider immediately starts processing the received order. If the user does not receive the feedback within 48 hours after submitting the order, the user is released from the obligation to submit an offer. The order and its confirmation are deemed to have been delivered to the service provider or the user when they are available to them.

4.9. If the user also wants the interior to be cleaned, he is obliged to hand over the car keys to the service provider and allow him to carry out the service in any case, ie the car must be accessible from around 1 meter all around. In the event of non-compliance by the User with the provisions of this section, the Service Provider is not obliged to perform the Service and excludes its liability for non-compliance.

4.10. The service provider can document the services performed (photo documentation), which he makes available to the user upon request.

4.11. If the weather is unsuitable for the performance of the Service at the external location - as determined unilaterally at the Service Provider's sole discretion - the Service Provider is entitled to cancel it or to perform it at a later date agreed with the User, as soon as the weather conditions allow it again.

4.12. The service provider is entitled to use service partners without prior notice to the user, who will be responsible for their implementation as if he had performed them himself.

4.13. The feedback only proves the receipt of the order and not its acceptance, i.e. not the conclusion of the contract between the partners. The contract for the performance of the ordered service is concluded between the partners when the service provider informs the user by e-mail or in the application about the acceptance of the order.

## 5. Terms of Payment

5.1. When ordering via the website and in the application, payment is made by bank card through Stripe online payment system. The Stripe payment system is an electronic payment service that allows you to pay securely with a bank card. In order to be able to pay with a bank card, the user must provide the details of the bank card to be used for the payment on the website or in the application at the time of registration, indicating their card number, expiry date and CVC code, as well as a valid one E-mail address. The Service Provider has the right to charge the bank card in the amount of 0.3 EUR in order to verify the authenticity of the bank card data provided by the User. The user is responsible for the availability of the required amount of coverage.

After performing the service, the bank card registered by the user is automatically debited. Accepted card types: Mastercard, Visa. Complaints regarding the payment process, handling and encryption of the bank card and complaints regarding the bank card can be addressed to the card-issuing bank.

If the Service is paid for on the Website or in the Application, the Service Provider is not liable for any costs related to payments incurred by third parties (mobile operators, bank fees, etc.)

5.2. Payment can be made by bank card at the fixed locations listed in Appendix 2.

5.3. The fee for the service is published by the service provider on the website and in the application.

## 6. Withdrawal, Termination

6.1. If the user terminates the contract after the service has started but before the entire service has been performed, the service provider is entitled to full payment for the service.

6.2 If the Service Provider cancels or rejects the order, no fee will be charged.

## 7. Liability

7.1. The service provider is not obliged to refund the service fee if the user's vehicle is not at the site or if the user impedes the service in any way, or if the conditions necessary for vehicle cleaning are not met.

7.2. The Service Provider shall not be liable for any damage caused to the User's vehicle as a result of theft of the Vehicle from the Site or force majeure. The service provider is not responsible for external attacks on the application or its servers, as well as for their consequences. CleanUp GmbH is not responsible for data loss or device malfunction due to use of the application. CleanUp GmbH does not guarantee that the application will function without interruption or error-free, nor is CleanUp GmbH responsible for the resulting loss of data or content.

7.3. The user accepts that the cleaning technology, when used as intended, can cause damage (e.g. light scratches) to the vehicle and this does not constitute a breach of contract.

7.4. The User cannot refuse to accept the Service from the Service Provider due to minor defects.

## 8. Complaints

8.1. The goal of the service provider is to carry out all orders with reasonable quality and to the full satisfaction of the user. If the user still has a complaint regarding the contract or its performance, he can address his complaint by phone, email or letter to the following contact details:

Email: [hello@cleanup.com](mailto:hello@cleanup.com) Telephone: +4915125601496

Address: Mohnwinkel 1a, 90607 Rückersdorf

8.2. In the event of a notice of defects, the service provider has the right to inspect and examine the service that is the subject of the complaint. The customer will grant the service provider the necessary time and opportunity for this.

A verbal complaint on site should be promptly investigated and remedied if necessary. If the User does not agree with the complaint handling or it is not possible, the Service Provider will record a report of the complaint and their point of view, as well as a copy of it:

- a) ) in the case of a personal, verbal complaint, hand it over to the user on site
- b) in the case of a complaint sent by telephone or any other electronic means of communication, at the latest at the same time as the response to the user.
- a) The Service Provider is obliged to provide a unique identification number in the event of a verbal complaint transmitted via a telephone or electronic means of communication.

The complaint log must contain the following:

- a) Name, address of the user
- b) place, time and manner in which the complaint was submitted
- c) a detailed description of the user's complaint, a list of documents provided by the user and other evidence
- d) a statement by the Service Provider on the User's point of view regarding the complaint, provided that the complaint can be investigated immediately,
- e) the signature of the recorder - with the exception of a telephone or electronic complaint - and the user, place and time of the record
- f) In the case of a telephone or electronic complaint, the identification number

8.3. The Service Provider is obliged to respond to the written complaint in writing within 30 days of receipt and arrange for its communication. The service provider is obliged to provide the reasons for rejecting the complaint.

The user is obliged to immediately report any complaints related to the service at the latest during the inspection. In the event of defective performance, the user can request repair or renewed service as a warranty claim. The prerequisite is that the vehicle may neither be moved nor used after the service has been performed.

8.4. The service provider is obliged to keep the log of the complaint and a copy of the response for three years and to present them to the control authority upon request.

8.5. The business relationships between the service provider and the customer are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

8.6. The exclusive place of jurisdiction is Nuremberg.

## 9. Digital data content and applicable technical protection measures

9.1. The availability of the servers that provide the data displayed on the website and in the application is over 99% per year. The entire data content is backed up regularly so that the original data content can be restored in the event of a problem. Sensitive data is stored with appropriate encryption.

9.2. The correspondence of the digital data content with the hardware and software based on the expected knowledge of the service provider:

The data content of the Service Provider's website works together with the technological means applied, in accordance with current web standards and regardless of the type of hardware or software used by the user (provided that the hardware or software used by the user is suitable for the purpose)

## 10. Customer Service

The service provider's customer service provides information on the ordering process for the service, registration, order confirmation, other payment and service conditions and the enforcement of consumer complaints using the contact details below.

## 11. Protection of personal data

The data protection declaration is deemed to have been accepted if it is expressly accepted