

Effective date: December 1 , 2023

Introduction and definitions

DBDD provides paid interactive online and mobile services for recording and analyzing GPS data recorded wirelessly (known as "online tracking"). In terms of radio technology data transmission, DBDD works with multiple mobile operators around the world.

In addition to the definitions given in parentheses, these General Terms and Conditions (hereinafter referred to as "GTC") will also be subject to the following definitions in the future:

a) "DBDD App": a software application for mobile devices or web applications that provides (partial) access to online tracking services within the framework of the selected subscription plan;

b) "Website": www.dbddpro.com;

c) "User" / "Customer": Parties to a DBDD, where the term "user" is preferred in the online tracking field. Both "user" and "customer" are also referred to as "parties";

d) "Tracker": GPS tracking device used to determine the GPS location of pets, which uses wireless radio technology to transmit data and location.

I. Scope of application of these terms and conditions

1. The following terms and conditions apply to the future use of online tracking. These terms and conditions are binding on all current and future business dealings with the contracting party, even if not explicitly mentioned. Only agreements that deviate from or supplement these terms and conditions, especially the general commercial or purchase conditions of the contracting party, should become part of the contract if explicitly confirmed in writing by DBDD.

2. When registering under the provisions of point 2, the customer expressly accepts these terms and conditions as well as the privacy policy.

II. Online tracking: Registration/Subscription Plan Contract

1. Online tracking requires both a DBDD GPS tracker and registration by the customer through an app, and signing a subscription plan contract (hereinafter referred to as the "Subscription Plan") based on the various plan options displayed.

2. Customers are obligated to provide true and complete name and email address information when registering. DBDD reserves the right to verify the accuracy of the information in specific circumstances. The use of pseudonyms is not allowed.

3. If there are reasonable grounds for suspicion of abuse or misuse (especially recording the movement patterns of third parties), DBDD has the right to temporarily or permanently block the customer's access to online tracking.

4. The choice of subscription plan is part of the activation process through the DBDD application.

5. The charges listed for each subscription plan by DBDD include any applicable VAT for the service,

unless otherwise stated.

6. After registering or logging in, the customer inputs the device serial number, selects the corresponding subscription plan (either chosen by the customer or selected by DBDD in certain cases), and if necessary, chooses the payment interval and payment method by clicking on the respective selection boxes or drop down menu options each time.

7. By clicking the "Order Now" button - before DBDD provides the customer with contractual information in accordance with relevant regulations, and after the customer confirms receipt of this information - the customer provides a binding quotation (offer) for the selected subscription plan.

Subscriptions are automatically renewed at the end of the subscription period. The renewal period will be determined by the billing interval selected by the customer. If the customer cancels the subscription before the end of the subscription interval, or the renewal payment fails, the subscription will automatically end.

8. In the event of successful activation of the service, acceptance of the contract occurs at the latest when DBDD grants unrestricted access to the service.

III. Online Tracking/Scope

The scope of services, prices, contract periods, and any extension options for subscription plans are derived from the service scope announced at the time of contract signing, which was provided to the customer and brought to their attention within the pre-contract information provided to the customer prior to submitting the contract.

IV. Online Tracking/Obligations and Code of Conduct

1. In order to fully utilize DBDD's services, users must use current (browser) technology or enable their use (such as activating Java script, cookies, pop-up windows), and always use the latest DBDD applications. When using older technologies, outdated applications, or outdated devices, users may not be able to fully use or not use the services at all. DBDD will ensure that all services of the DBDD application can be used with the latest two major versions of Android and iOS updates.

2. Users must treat access data/credentials (a combination of email address and password) as strictly confidential and prevent unauthorized access by third parties. Passwords must not be shared with anyone, including DBDD employees. If users have reason to believe that credentials have been leaked in any way, they are obligated to immediately change the corresponding password.

3. Users must use the services provided by DBDD as intended and avoid actions that damage or endanger DBDD, other DBDD users, or the availability of any third-party and/or other user services. Proper use also includes compliance with all instructions, recommendations, and similar content implemented by DBDD on its homepage, operating instructions, and/or other documents provided to users at the time of activating the subscription plan or at any time thereafter. GPS

Locators are designed specifically for pet tracking, and therefore should be used only for this purpose. In some countries and regions, there are laws regarding the location tracking of animals, people, and/or objects. Only customers or users of DBDD GPS tracking devices, not DBDD, are responsible for complying with these laws or regulations.

4.DBDD provides users with the ability to publish content in the database, communicate and interact with other users. Users promise not to abuse DBDD's services. Users must specifically comply with the following rules:

a) Any personal data entered in the user's public profile is at the user's own risk.

b) It is also unacceptable to publish third-party data without the consent of the third party (such as creating a profile for a third party) or upload images that display others without their consent.

c) Users are solely responsible for the content stored in their personal profiles. Users agree to comply with all relevant laws and regulations when publishing personal profile content (such as the Criminal Code, the Pornography Law, the Youth Protection Law, the Prohibition Law, the Telecommunications Law (TKG 2003), the Electronic Commerce Law (ECG), the Media Law, the Copyright Law (UrhG), the Anti-Unfair Competition Law (UWG), the Data Protection Law (DSG 2000), any personal rights arising from other laws such as the Civil Code (ABGB), etc.). In particular, they must not disseminate any immoral, pornographic, obscene, racist, glorifying or belittling violent content, materials, information, and/or pictures, and must not disseminate extreme right-wing or left-wing ideologies, nor in any other way disseminate content deemed offensive or illegal.

d) Users also promise not to threaten or harass third parties or other users, and/or infringe on their (personal) rights.

e) It is prohibited to use DBDD's services for commercial purposes (such as promoting and providing goods and services).

5.Regardless of any civil or criminal consequences, the user will indemnify DBDD against any kind of damages and any third-party claims of any nature arising from the violation of the user's obligations under these terms.

6.In the event of any breach of this agreement or any part thereof, DBDD reserves the right to:

a) Warning the user;

b) Delete some or all of the content provided by the user;

c) Temporarily or permanently block users and/or;

d) Terminate the contract relationship in advance and delete the user's personal information.

7.Real-time tracking: Users can retrieve location data in real time (with possible slight delays) in any application to determine and track the location of their pets. Even though this option is

essentially unlimited for customers, DBDD reserves the right to terminate any ongoing real-time tracking sessions if the current session does not continue; this is to prevent abuse and reduce the energy consumption of GPS Locators.

8.If the user interferes with the operation of the service by manipulating software or proprietary software, or gains automated access to DBDD software, DBDD has the right to immediately cancel the service and terminate the subscription plan or contract relationship without notice. In this case, no claim for repayment of the service fee paid can be made. This also applies if the user accesses the tracking function or data of any GPS device through a method not provided to the user within the scope of their respective subscription plan.

V. Tracking Availability/Warranty/Liability Online

1.DBDD does not guarantee the continuous availability of its services. Downtime due to maintenance, software updates, and circumstances such as mobile data transmission technical issues, network coverage issues, connectivity issues, and availability issues with one or more mobile service providers is not within the direct control of DBDD, and therefore permanent availability cannot be guaranteed. Users declare that they will not file damage claims and/or warranty claims for non-attributable downtime. Even if potential downtime (at least 24 hours) is caused by DBDD, users are only entitled to request a proportional fee reduction.

2.Although DBDD makes every effort to provide users with secure data connections, DBDD cannot guarantee that data transmitted through third-party systems (especially the Internet or telecommunications networks) will not be tracked, recorded, or forged by third parties.

3.The use of DBDD is explicitly voluntary and the user assumes all risks. This applies to:

- a) Users use any hardware, including but not limited to their respective smartphones or browsers;
- b) and download your own or third-party content;
- c) Use any content, data, or information provided by DBDD. Users expressly acknowledge that these data may contain errors, and to the extent permitted by law, DBDD assumes no responsibility for the accuracy of the data.

4.In addition, DBDD makes no guarantees regarding external links, banners, or other information and promotional offers. Legal transactions between users and third-party providers (such as through linked pages or banners) only result in a contractual relationship between the user and the third-party provider. DBDD assumes no responsibility for the services of third parties.

5. Unless otherwise stipulated by law, DBDD is not responsible for any damages that may result from the use of content provided through online and mobile services or the use of online services in other forms. This also applies to damages caused by errors, technical problems, viruses, or data loss.

6.The user indemnifies DBDD against all claims from third parties whose rights are infringed by the content posted by the user within the DBDD network or any other use of the available applications on the DBDD network. The user bears the cost of DBDD's necessary or appropriate

legal defense, including all court costs and legal fees as stipulated by law. This provision does not apply if the infringement cannot be attributed to the user's actions.

In the event of a third-party claim, the user must immediately, truthfully, and completely disclose to DBDD any information necessary for the examination of the claim and the defense thereof. DBDD's further claim requirements for the user shall not be affected.

VI. Compensation

DBDD shall not be liable for indirect damages, loss of profits, loss of interest, loss of savings, subsequent and financial losses, third party claims damages, and loss of data and programs and their recovery due to minor negligence. DBDD shall not be liable for damages caused by improper use of the tracker or the service and/or use of the tracker for non-intended purposes.

VII. The Consumer's Right of Withdrawal under Article 11 FAGG of the Consumer Protection Act

When purchasing a subscription (service), the withdrawal period begins on the date of contract conclusion or the date of automatic renewal of the subscription.

VIII. Payment terms, overdue interest, collection and collection fees

1. Payment for services (subscription plans) may vary depending on the destination country.
2. If a party is in arrears with payment, DBDD has the right to claim compensation for the damage incurred or require payment of overdue interest at the statutory rate, currently 4% per annum for consumers.
3. In the event of default in payment, the contracting party undertakes to compensate DBDD for the collection and collection costs incurred to the extent necessary for litigation. Any other claims for damages are not affected. In the consumer business area, in addition to other statutory claims, DBDD is entitled to charge the debtor at least the collection fees mentioned in the decree of the Federal Minister of Economic Affairs on the maximum rate of debt collection agencies.

IX. Lien/prohibition of set-off

If it is not a consumer business and the claim is reasonable (except for reverse situations), the customer cannot withhold the entire amount but can only withhold the appropriate portion of the gross bill.

Any claim against DBDD and any counterclaim for offsetting are excluded as long as they are not explicitly recognized or declared by the court to have legal effect.

X. Partial Invalidity

If a provision of these terms and conditions is legally invalid and/or unlawful or becomes invalid over time, the legal validity and effectiveness of the remaining provisions shall not be affected. In such a case, the contracting parties undertake to replace the invalid/unlawful provision with a provision that is legally valid and effective and that economically corresponds as closely as possible to the replaced provision – to the extent permitted by law.

XI. Final Provisions

All legally binding declarations based on these terms and conditions must be sent to the last

known address of the other contracting party. If a declaration has been sent to the last known address, it is deemed to have been received by the relevant contracting party.

The assignment of individual rights and obligations under these terms and conditions is only permitted with the written consent of the other contracting party.