



Woolsocks AG

Terms and Conditions

Version 1.0 – 8 November 2021

1. Scope of application

These general terms and conditions ("**GTC**") apply to the entire business relation between you as a customer ("**You**" or "**Your**") and Woolsocks AG with registered address on Pilatusstrasse 38, 6002 Luzern, Switzerland, registered in the Commercial Register of the Canton of Lucerne under number CHE-328.679.380 ("**Woolsocks**") as provider of a mobile application ("**Woolsocks App**") and a website www.woolsocks.eu.

2. The Services

2.1. Woolsocks, through its platform, facilitates the following services ("**Services**"):

- Access to Cashback Services ("**Cashback Services**") provided by OrangeBuddies Media B.V. with registered address on Bruggestraat 49 1-2 3841 CM, Harderwijk, the Netherlands, registered with the Netherlands Chamber of Commerce under number 08193515 ("**OrangeBuddies**"). The Cashback Services consist of monetary rewards offered by OrangeBuddies for purchasing goods and services with merchants through OrangeBuddies using the Woolsocks App. The Cashback Services also include a donation feature where you can donate your monetary reward to a goal of your choice and an instant pay-out feature where you can have a Cashback paid out directly.
- Access to account information services ("**Account Information Services**") provided by BudgetBakers s.r.o. with registered address on Radlická 180/50, Smíchov, 150 00, Prague 5, Czech Republic, registered with the Czech Public Register under number 02882957 and licenced as an Account Information Service Provider by the Czech National Bank under number 48136450 ("**BudgetBakers**"). The Account Information Services consists of retrieving payment data from financial accounts such as payment accounts you have decided to connect via BudgetBakers. This data is processed to deliver financial insights and then sent to Woolsocks who will display the information in the Woolsocks App.
- Access to cancellation services ("**Cancellation Services**") provided by Go Cancel B.V. with registered address on Herengracht 104 G, 1015 BS Amsterdam, the Netherlands, registered with the Netherlands Chamber of Commerce under number 83708847 ("**Go Cancel**"). The Cancellation Services consist of services that enable You to cancel ongoing subscriptions.



- Possible further services facilitated or provided by Woolsocks.

2.2. The GTC are supplemented by the respective terms and conditions applicable to each of the Services provided by OrangeBuddies, BudgetBakers and Go Cancel. In case of conflict between the provisions of the GTC and the OrangeBuddies terms and conditions, the BudgetBakers terms and conditions and/or the Go Cancel terms and conditions, the GTC shall prevail.

3. Woolsocks Account

- 3.1. You must be 18 or older to open a Woolsocks Account.
- 3.2. You must be a consumer to open a Woolsocks Account.
- 3.3. You must reside or be established in the European Economic Area and have a SEPA bank account number.
- 3.4. You should not be subject to any type of guardianship that restricts You from entering into contractual relationships.
- 3.5. You cannot have more than one Woolsocks Account.
- 3.6. You should register for a Woolsocks Account under your personal e-mail address and may only use your personal Woolsocks Account.
- 3.7. The Woolsocks App is not directed to persons who reside in jurisdictions in which the provision of the Services is not permitted. Persons who are located in such jurisdictions should not use the Woolsocks App.
- 3.8. While Woolsocks will do its reasonable best to allow for uninterrupted availability of the Woolsocks App, Woolsocks cannot guarantee that this will always be the case.
- 3.9. Woolsocks may modify or discontinue the Woolsocks App or parts thereof. In particular, Woolsocks may modify the format and content of the Woolsocks App and/or the requirements for the devices through which you access the Woolsocks App the from time to time. This may mean that Woolsocks may discontinue the service for outdated versions of an operating system and outdated versions of the Woolsocks App.

4. Fees

The Services are provided free of charge. Woolsocks will generate the revenue needed to keep the Woolsocks App running by receiving a fee from OrangeBuddies for redirecting You for Cashback services to OrangeBuddies.



5. Communications

- 5.1. Communications between Woolsocks and You in connection with the Services and the Woolsocks App will be in electronic form. Woolsocks will inform You through notifications and by sending You e-mails to Your personal e-mail address, unless a notification in paper form is required by law.
- 5.2. Notwithstanding section 5.1 GTC, Woolsocks shall always be entitled to offer You additional means of communication, e.g. customer service by telephone.
- 5.3. Communications between You and Woolsocks will be in English or any other language supported by Woolsocks.
- 5.4. With respect to the Account Information Services, whenever you decide to withdraw consent for BudgetBakers to access Your payment account, you can do so in the Woolsocks App or by notifying BudgetBakers directly.

6. Intellectual Property

- 6.1. Woolsocks (or a partner with whom Woolsocks cooperates specifically for this purpose) is exclusively responsible for and retains all right, title and interest (including copyrights, trademarks, patents, as well as any other intellectual property or other right) in all information and content (including all information, images, videos, databases and computer programs) available on the Woolsocks App ("**Woolsocks Content**") and in the software underlying the Woolsocks App or the Woolsocks Services ("**Woolsocks Software**").
- 6.2. No permission given by Woolsocks to use or access the Woolsocks App shall convey any proprietary or ownership rights in the Woolsocks Content or the Woolsocks Software. You should not attempt to modify, translate, disassemble, de-compile, copy or reverse engineer the Woolsocks Content or the Woolsocks Software or create any derivative product based thereon.
- 6.3. Any use of the Woolsocks App that goes beyond normal use, in particular the private and commercial reproduction, modification, distribution or storage of information or files, in particular of texts, parts of texts, images and film material, requires Woolsocks' prior express written consent. This also applies to inclusion in electronic databases and reproduction on DVD, USB drive etc. or any kind of social media, in applications or in the internet, as well as modification, distribution or other misuse. By downloading or sending the source code, You do not acquire any ownership rights to the Woolsocks App. No copyrights or other ancillary copyrights shall be transferred. If the service is discontinued You are obliged to delete the software provided immediately. In all other respects, the legal limits arising from copyright law and other applicable legal provisions shall apply.



7. Liability of Woolsocks

- 7.1. Woolsocks shall only be liable for foreseeable losses. Liability for indirect damage, in particular consequential damage, unforeseeable damage or atypical damage as well as loss of profit shall be excluded. The same applies to the consequences of industrial disputes, accidental damage and force majeure.
- 7.2. Woolsocks does not accept liability for damages arising to You as a result of using the Services provided or contents published by Woolsocks.
- 7.3. Woolsocks shall not be held liable for the malfunction or disruption of Services provided by third parties such as but not limited to OrangeBuddies and BudgetBakers.
- 7.4. The Woolsocks App may contain links to other websites that may contain information produced or disclosed by persons that are independent from Woolsocks such as but not limited to OrangeBuddies and BudgetBakers or fundraising organisations, charities, sport clubs, theatres, schools and other communities and non-profit organisations that seek funding for their goals. Woolsocks is not responsible for such information and cannot accept any liability for such information.
- 7.5. The above stated limitation of liability shall not apply:
 - in cases of intentional or grossly negligent behaviour on the part of Woolsocks or any of its vicarious agents;
 - to any damage arising from injury to life, body, or health resulting from a breach of duty by Woolsocks or any of its vicarious agents; and
 - to the breach of any obligations, the proper fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which You may reasonably rely.



8. Amendment

- 8.1. Woolsocks shall notify You of any proposed amendments to the GTC no later than two weeks prior to their proposed effective date.
- 8.2. The amendments shall be deemed to have been approved by You, unless You indicate disapproval before their proposed effective date. In such a case, You may immediately terminate the business relationship with Woolsocks. Disapproval of amendments to the GTC on Your part could also lead to Woolsocks no longer being able to provide the Services to you and therefore termination of the business relationship with You on the day prior to entry into force of the amendments to the GTC.
- 8.3. Notwithstanding section 8.1, Woolsocks shall always be entitled to add new services to the existing offering.

9. Termination

- 9.1. You may terminate the entire business relationship with Woolsocks, or individual parts thereof, at any time without observing a notice period. Woolsocks may terminate the entire business relationship with You, or individual parts thereof giving no less than one months' prior notice.
- 9.2. Your and Woolsocks' right to terminate the business relationship for good cause without observing a notice period shall remain unaffected. Examples of termination for good cause are repeated violations of the GTC, a serious one-time violation of the GTC, disapproval of amendments of the GTC as set out in section 8.2, the termination of the contract for the services or revocation of Your consent to the collection and use of data by Woolsocks.
- 9.3. Your right to access the Cashback Services through the Woolsocks App ceases where You or OrangeBuddies have terminated the business relationship between OrangeBuddies and You. In case of an ordinary termination, Your right to access the Cashback Services ceases with the expiry of the applicable notice period. In case of a termination without observation of a notice period Your right to access the Cashback Services expires with immediate effect.
- 9.4. Your right to access the Account Information Services through the Woolsocks App ceases where You or BudgetBakers have terminated the business relationship between BudgetBakers and You. In case of an ordinary termination Your right to access the Account Information Services ceases with the expiry of the applicable notice period. In case of a termination without observation of a notice period Your right to access the Account Information Services expires with immediate effect.



- 9.5. Your right to access the Cancellation Services through the Woolsocks App ceases where You or Go Cancel have terminated the business relationship between Go Cancel and You. In case of an ordinary termination Your right to access the Cancellation Services ceases with the expiry of the applicable notice period. In case of a termination without observation of a notice period

10. Complaints

- 10.1. Should You be dissatisfied with the Services, then you may file a complaint with support@woolsocks.eu.

11. Transfer and Assignment

- 11.1. Woolsocks shall have the right to transfer or assign all of its rights and obligations under these terms and conditions to any third party. Such transfer of rights or assignment shall only take place if this will not significantly affect Your rights under the GTC or if this is necessary for legal or regulatory purposes.
- 11.2. You shall not transfer any rights or obligations under this agreement to third parties.

12. Severability

- 12.1. If any provision of the present GTC is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby.

13. Governing law

- 13.1. The GTC shall be governed by Swiss law unless otherwise provided by mandatory consumer law in the country in which You reside.
- 13.2. The exclusive place of jurisdiction for all disputes arising from the GTC shall be the competent court of the Canton of Lucerne, unless otherwise provided by mandatory consumer law in the country in which You reside.