

Moojo
Terms of use
(test phase)

Status: May 2022
Version: 1.0

1. Scope and purpose

- a. The Moojo app ("**App**") is a mobile application offered for download free of charge by Moojo GmbH, Straße der Pariser Kommune 12-16, 10243 Berlin ("**Moojo**") via an App Store ("**Platform**") of the respective operator ("**Platform Operator**"). Contractual partner for the use of the app as well as the use of its contents becomes Moojo, not the platform operator. By installing and using the app, you agree to these terms of use.
- b. The App can be used to access the services offered by Moojo. These are essentially invoicing and payment processing services for freelancers and small businesses ("**Services**").
- c. The app is intended exclusively for use by entrepreneurs within the meaning of § 14 German Civil Code (BGB). If you are a consumer within the meaning of § 13 BGB, you may not use the App.

2. Test phase

- a. The App is currently in the test phase and may therefore be subject to errors. By using the App during the test phase, you acknowledge that Moojo does not warrant the functionality or other quality of the App. You therefore use the App at your own risk. Please check the results of the App carefully.
- b. Moojo relies on your feedback to further optimise the App. If you give Moojo feedback on the App (e.g. suggestions for improvement, design notes, error messages), you grant Moojo free of charge exclusive rights of use to this feedback, unlimited in time and space, so that Moojo can use the feedback to improve the App and its Services without restriction.

3. Registration, functionalities

- a. To use the Services of the App, you must create a user account. To do this, you must provide your name and contact details and set a secure password. By completing the registration process, you must accept these Terms of Use.
- b. The functionalities of the App are described in more detail directly in the App. Essentially, the App serves to facilitate the billing process of self-employed persons and small businesses. The App can be used to create invoices and send them to invoice recipients. In addition, immediate payment of the invoice can be ordered via the App ("**Instant Payment**").
- c. The Instant Payment function is provided by a third party provider. Moojo will only act as an intermediary for the services of the third party provider in this respect. In order to be able to use the Instant Payment function, you must conclude a separate usage agreement with the third party provider. Moojo is not responsible for the services of the third party provider.

4. Availability

Moojo endeavours to make the App available seven days a week, taking into account maintenance and repair work. However, no permanent availability of the app can be guaranteed. Moojo may limit or completely discontinue the availability of the app at any time, in particular if this is necessary with regard to capacity limits, the security or integrity of the servers or to carry out technical maintenance and repair work.

5. Unauthorised use

- a. You may only use the app for the purposes stated above. You must refrain from any improper or unlawful use of the App. You may not manipulate, modify or edit the App.
- b. You must not bypass or attempt to bypass any security features of the App.

c. You may not upload or process any content that violates any applicable laws.

6. Rights of use, Open Source Software

a. Moojo is entitled to all rights to the App. Moojo grants to you free of charge a non-exclusive, non-transferable and non-sublicensable right to use the App in accordance with these Terms of Use.

b. For information on the use of third-party components in the App and the applicable licence terms in each case, please refer to the open source licence notes in the App.

7 Data protection, data usage

Insofar as personal data is collected and processed, this is done exclusively as described in the [Privacy Policy](#). You grant Moojo the non-exclusive, transferable and sub-licensable right of use, unlimited in time and content, to other data, in particular technical data, which either has no personal reference or whose personal reference has been removed (anonymised data).

8. Warranty

a. Moojo endeavours to ensure the smooth operation of the App, in particular to ensure that the content of the App is up-to-date and correct. A guarantee for the completeness, accuracy, timeliness and constant availability of the app cannot be assumed.

b. Since the App is made available to the user free of charge, liability for defects with regard to the App is excluded except in the case of intent or fraudulent concealment of a defect.

9. Liability

a. If Moojo is due to the legal regulations liable for a damage which was caused by slight negligence, Moojo's liability shall be limited. In this case Moojo shall only be liable for breaches of contract-substantial obligations. This liability is also limited to the typical damage foreseeable at the time of conclusion of the contract.

b. The personal liability of the legal representatives, vicarious agents and employees of Moojo for damage caused by them through slight negligence is excluded.

c. The limitations of liability of this clause do not apply in case of injury to life, body or health. Irrespective of any fault on the part of Moojo, any liability in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act shall remain unaffected.

10. Changes to the Terms of Use and the scope of functions

a. Moojo reserves the right to change the Terms of Use in a way that is reasonable for you and only with effect for the future. You will be expressly notified of a change to the Terms of Use via the app. The current version of the Terms of Use always applies to you.

b. Furthermore, Moojo reserves the right, at its own discretion, at any time to expand, shorten or change functionalities of the App or to discontinue to provide the App or the Services.

11 Jurisdiction, Applicable Law

a. The exclusive place of jurisdiction for all claims arising from or in connection with the App is Berlin, Germany.

b. All disputes arising from or in connection with the App and these Terms of Use shall be governed exclusively by the laws of the Federal Republic of Germany; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12. Severability clause

Should any of the above terms of use be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions that come as close as possible to the economic purpose of the contract while reasonably safeguarding the interests of both parties.