General Terms and Conditions

of incaseof.law GmbH for the use of the receivables management platform

General Terms and Conditions of incaseof.law GmbH

incaseof.law GmbH acts as a debt collection agency licensed in Austria and Germany based on the Austrian Trade Regulation Act (Gewerbeordnung) and the German Out-of-Court Legal Services Act (Rechtsdienstleistungsgesetz), respectively: The relevant Austrian business license is available at www.gisa.gv.at under GISA number 32140156. In Germany, incaseof.law GmbH is registered in the Legal Services Register of the Federal Office of Justice under file number 2024 0000 8388.

I. Preamble and Scope of Application

incaseof.law GmbH (hereinafter "incaseof.law") offers a fully digitalized platform for out-of-court and judicial debt management (hereinafter "Platform"). The use of the Platform and the services provided by incaseof.law is subject to these General Terms and Conditions (hereinafter "GTC").

Customers (hereinafter "Clients") are obligated to submit only those claims to incaseof.law for debt collection that are due and undisputed. The submission of claims for damages arising from tort is only permissible if these are not disputed by the debtor. For the collection of disputed claims, incaseof.law offers to obtain quotes from partner lawyers who provide for the legal enforcement of such claims. The acceptance of damage claims by incaseof.law for collection requires that there is an agreement between the Client and the debtor regarding the existence and amount of the claim. In addition, incaseof.law shall only accept collection engagements for claims in respect of which the debtor is demonstrably in default of payment within the meaning of the applicable legal framework at the time the engagement is placed (Section 286 BGB for German claims; Section 1334 ABGB in conjunction with § 456 UGB (Austrian Commercial Code) for Austrian claims). Engagements for claims where the debtor's default has not occurred or has not been demonstrated shall be rejected pursuant to Section I.3.

I.2a By placing a collection engagement – regardless of the method used (individual case submission via the Platform, API integration, connection via integration platforms such as maesn.com, batch upload by CSV or ZIP file, or any other electronic transmission) – the Client confirms and warrants to incaseof.law that (a) the submitted claim is due and enforceable, (b) the underlying goods or services have been delivered in full and without defect, (c) the invoice has been demonstrably received by the debtor, (d) the Client is not aware of any objections, complaints regarding defects, or counterclaims by the debtor that could impede enforcement of the claim, (e) the claim is not time-barred, and (f) the debtor is in default of payment at the time the engagement is placed.

I.2b The Principal may state the date of default to expedite processing. In the event of a dispute, the documents required to evidence the default (in particular invoice, reminder, contract, proof of delivery) shall be provided to incaseof.law upon request.

I.2c Where claims are transmitted by automated means via interfaces (API), integration platforms (in particular maesn.com) or batch processes (CSV upload, ZIP upload), the warranties under Section I.2a shall apply to each individual data record transmitted. incaseof.law shall carry out automated plausibility checks and shall be entitled to reject data records with missing warranty confirmation or evidently implausible data without further explanation. When establishing a permanent connection via interfaces or integration platforms, the Client shall provide a one-time general confirmation of the warranties under Section I.2a, which shall apply to all future engagements submitted through such connection. Additionally, for each data record submitted via the API, the warranty pursuant to Section I.2a must be confirmed by way of a mandatory Boolean field in the payload; the absence of this confirmation will result in the rejection of the data record by incaseof.law.

I.2d The Client shall indemnify and hold harmless incaseof.law against all losses, costs and expenses arising from the warranties under Section I.2a being wholly or partly inaccurate. This includes in particular the reimbursement of collection costs that could not be recovered from the debtor as damages for default due to the absence of demonstrated default, as well as any third-party claims for damages. incaseof.law shall be entitled, where there are justified doubts as to the existence of default, to request additional evidence from the Client, including in particular copies of invoices, dunning letters, proof of delivery or contracts. If the requested evidence is not provided within 14 calendar days, incaseof.law shall be entitled to return the engagement pursuant to Section I.3.

I.2e Where the Client is connected to incaseof.law via a third-party platform cooperating with incaseof.law (hereinafter "Connector Partner") for the purpose of registration or use of the incaseof.law Platform, the following shall apply:

(i) Independence of the contractual relationship: The contractual relationship for the provision of debt collection and receivables management services is established exclusively between the Client and incaseof.law. The Connector Partner shall neither be a contracting party nor a vicarious agent of incaseof.law. Third-party claims against incaseof.law may not be derived from the cooperation relationship with the Connector Partner.

(ii) Origin of transmitted master data: Where master data of the Client (name, company address, tax identification number, contact details) is transmitted to incaseof.law by the Connector Partner by means of a Single Sign-On (SSO) procedure or direct API transmission, the Client confirms upon completion of the Connector onboarding that (a) the Connector Partner is authorised to transmit such data and (b) a legal basis pursuant to Art. 6 GDPR exists for the transmission.

(iii) Warranties for claim data transmission: Where claim data is transmitted to incaseof.law by the Connector Partner on behalf of the Client via a REST API interface, the warranties under Sections I.2a and I.2b shall apply in the same manner as if the Client had transmitted the data directly. Transmission of data by the Connector Partner does not release the Client from its responsibility for the accuracy and completeness of the transmitted data.

(iv) Disconnection from the Connector: The Client is entitled at any time to disconnect from the partner platform. Existing collection engagements and the contractual relationship with incaseof.law shall not be affected thereby. incaseof.law shall ensure that direct use of the incaseof.law Platform remains possible after disconnection from the Connector.

incaseof.law will refuse to accept or further process an order where there are objective or legal reasons, which will be communicated to the Client in such a case. An objective reason for refusal shall exist in particular where the Client fails to demonstrate the debtor's default of payment pursuant

to Section I.2a or where the additional evidence requested pursuant to Section I.2d is not provided within the specified time limit.

The Client transfers the handling of correspondence, communication, and negotiations with the debtor to incaseof.law as of the time of case submission. The Client shall inform incaseof.law immediately via the communication tools provided on the incaseof.law Platform about all direct contacts with the debtor, proposals and direct payments from the debtor, as well as all changes to the order data. In addition, the Client is obliged to inform debtors who appear directly at the Client's premises of the debt collection assignment that has taken place and to clarify that, after the case has been handed over, a debt-discharging direct payment to the Client is no longer possible and the matter can only be settled from that point onwards in agreement with incaseof.law.

All conditions listed in these GTC are also deemed agreed for future orders and assignments of the Client, even if these are not placed with express reference to these conditions. They come into effect upon the first use of the Platform or the commissioning of services from incaseof.law.

Entry into Force: The foregoing amendments shall enter into force upon publication of the updated GTC on the website of incaseof.law GmbH and shall apply to all collection engagements newly placed from that date. Engagements already placed prior to entry into force shall continue to be governed by the previous provisions.

II. Remuneration and Monetization

Cost-free nature of services for the Client: The services of incaseof.law GmbH within the framework of out-of-court debt collection and Platform use are provided to the Client (creditor) free of charge and without a (success) commission on the principal claim. In the judicial area, the services of incaseof.law GmbH, which in particular enable the software-supported, automated creation of dunning actions and execution applications by the Client, are also provided free of charge.

Judicial costs and legal fees:

The Client shall bear the court fees according to the Austrian Court Fees Act (GGG) or the German Court Costs Act (GKG).

In the event of representation by a lawyer as provided for by law or requested by the Client (especially in the case of disputed claims or complex judicial proceedings), incaseof.law will obtain offers from partner lawyers registered on the Platform. Their commissioning and the associated legal fees according to the Austrian Lawyers' Tariff Act (RATG) or the German Lawyers' Remuneration Act (RVG) are to be borne by the Client, whereby such commissioning is always subject to express release by the Client.

Monetization through debtor-side collection costs and default interest: incaseof.law shall charge the following items, unless otherwise specified in the following provisions:

Collection fees: Debtor-side collection fees pursuant to § 3 of the Ordinance on Maximum Rates for Remuneration due to Collection Institutes (Austrian BGBl. No. 141/1996) or the German Lawyers' Remuneration Act (RVG), which are integrated as an incidental claim in any dunning actions / applications for a summary payment order that may become necessary (from the title of damages against the debtor pursuant to § 1333 para. 2 ABGB or the corresponding BGB provisions in Germany, taking into account a reasonable relationship between collection costs and the claim pursued).

- Default interest: incaseof.law is entitled to retain the entire default interest resulting from the principal claim in full. The assignment of default interest by the Client to incaseof.law takes place upon case submission.
- Flat fee for dunning actions: If applicable, the flat fee in the amount of currently € 40.00 pursuant to § 458 UGB for dunning actions against corporate debtors or the corresponding German regulations.
- Order of allocation for incoming payments (judicial and out-of-court): For incoming (partial) payments at incaseof.law or direct payments by the debtor to the Client, the following order of allocation shall be applied:
- incaseof.law: Collection fees gross (incidental claim) plus, if applicable, § 458 UGB flat fee.
- incaseof.law: Default interest on principal claim and, if applicable, court fees.
- Client: Costs (court fees).
- Client: Costs (legal fees).
- Client: Principal claim gross.

Payment Gateway Fees: Any payment gateway fees incurred during payment processing will be covered primarily from the default interest by incaseof.law. Should these costs exceed the default interest, the excess costs shall be at the expense of the debtor-side collection fees and will be taken into account accordingly in the settlement.

Electronic Legal Communication (ERV) and Transmission Fees: incaseof.law offers its Clients a software product that enables technical connection to the Federal Electronic Legal Communication (ERV) (in Austria) or to corresponding German systems for electronic legal communication. Clients can register and transmit as ERV participants using this software product with the ERV transmission office of MANZ'sche Verlags- und Universitätsbuchhandlung GmbH (hereinafter "MANZ"), which is recognized by the Austrian Ministry of Justice. The currently applicable production fees for ERV participation as well as the transmission fees incurred for the use of the MANZ ERV infrastructure are to be borne by the Client directly to MANZ and can be found at: https://www.manz.at/fileadmin/media/agb/manz-weberv-service-entgeltbestimmungen.pdf. For German Clients, the provisions for electronic legal communication apply in accordance with the respectively relevant German laws and regulations. The costs incurred for the use of corresponding transmission offices are also to be borne directly by the Client. incaseof.law does not charge any additional fees for the provision of the software interface to the ERV beyond the general monetization according to II.3.

Payment agreements and international cases:

incaseof.law is authorized to conclude (installment) payment agreements at its own discretion in the sense of a goal-oriented and as comprehensive as possible debt collection.

Out-of-court collection against foreign debtors as well as monitoring and doubtful debt collection are also free of charge for the Client. Out-of-court debt collection may, depending on the country in which a claim is to be recovered, be supported by local legal partnerships maintained by incaseof.law in the affected countries at the explicit request of the Client. The costs incurred for this, as well as the costs incurred for any judicial collection of claims against debtors residing abroad (lawyer, court, and translation costs), will in any case be disclosed in advance and only passed on to the Client after release by the latter.

III. Obligations of the Client in case of Direct Payments and Cost Recovery

Duty to inform in case of direct payments: In the event that debtors, after having been served with a demand letter from incaseof.law GmbH, pay the asserted invoice amount directly to the creditor (Client of incaseof.law), the Client is obliged to inform incaseof.law immediately via the platform.

Assignment and use of data: The Client hereby assigns the collection costs owed by the debtor as well as all default interest to incaseof.law free of charge in accordance with § 1392 ff. ABGB or the corresponding German BGB provisions. In the event of a direct payment by the debtor to the Client, the latter must reimburse incaseof.law for the collection costs and default interest without deduction. Furthermore, the Client permits incaseof.law to use all information disclosed or determined in the course of case creation and processing, in particular the date of birth and bank details of the debtor / debtor company, for the legal pursuit of the claims of incaseof.law GmbH.

Assumption of costs for assignment: Any fees incurred under the Austrian Fees Act (BGBl. No. 267/1957 as amended) in connection with such an assignment of claims shall be borne by incaseof.law. Equivalent fees incurred for Germany will also be borne by incaseof.law.

Obligation to assert collection costs: The Client is obliged to do everything and refrain from anything to ensure that the remuneration due to incaseof.law (collection costs and default interest) is fully recovered in accordance with the applicable legal provisions. In particular, the Client will not grant or promise the debtor any discounts on the aforementioned collection costs and default interest and, in the event of judicial assertion of the claim, will assert the collection costs and default interest under the title of damages against the debtor. In the event of failure to comply with this obligation or the granting of discounts on collection costs and/or default interest, the Client shall reimburse incaseof.law for the collection costs and default interest due to it after invoicing, regardless of whether the fees could have been recovered from the debtor or not.

Responsibility of the Client: The obligation to assert the collection costs and default interest against the debtor remains even if the creditor himself is not obliged to reimburse the collection costs. A waiver of the assertion of collection costs and default interest by the creditor does not cancel the debtor's responsibility for the additional costs caused. The Client therefore bears the responsibility to ensure that the debtor is held liable for the effort incurred and that incaseof.law is placed in a position to fully enforce the corresponding remunerations.

Assertion in judicial proceedings and payment account: When transferring a claim case from unsuccessful out-of-court collection to judicial collection, the Client is obliged to assert the debtor-side collection costs and default interest accumulated in the out-of-court area as an incidental claim within the framework of the software-supported creation and filing of the dunning action / application for a summary payment order. The account of incaseof.law GmbH must always be stated as the payment account in dunning actions, applications for summary payment orders, and execution applications, unless the dunning action or execution application is filed by a partner lawyer. Claims asserted in the judicial area also follow the same payout and allocation sequences as regulated in Section II.4.

IV. Insolvency Representation

The services of incaseof.law GmbH within the framework of insolvency representation in Austria include:

- Creation and filing of proof of claims with the court, including assertion of any special rights.
- Correspondence with the court.
- Ongoing reports on the status of the proceedings.
- Assessment of restructuring and payment plans.
- Payment processing.

incaseof.law does not charge a success-independent fee, but only court fees without surcharge and in the respective valid amount (currently: € 31.00, regardless of the amount of the registered claim) as well as a success fee according to the following scale, provided that the insolvency proceedings end with the payment of a quota:

- Quota > 0 % and ≤ 25 %: 15 % success fee
- Quota > 25 %: 10 % success fee

Conditions and prices for insolvency representation abroad will be disclosed upon request via the incaseof.law customer portal.

V. Reimbursement of Costs in Case of Cancellation/Termination

For the calculation of cost reimbursement in cases cancelled/terminated by the Client after case creation (collection assignment), a maximum cost-reimbursement-free cancellation quota of 10% per month in relation to the claim cases of a Client transferred to incaseof.law is assumed. For every case cancelled after case creation beyond this, incaseof.law will charge a cancellation fee of EUR 50.00 net to the Client.

Cost reimbursement is also due to incaseof.law if:

- the claim does not exist rightfully or was disputed by the debtor.
- the Client is compensated directly by the debtor through money, goods, or other services – even after the cancellation/termination of a case.
- the Client commissions another collection agency or another third party to take over the debt collection.
- the Client terminates the processing for other reasons that are not located in the sphere of incaseof.law.

VI. Care and Liability

Due to the special risks associated with the execution of the order, liability for slight negligence and for vicarious agents who are not employees of incaseof.law GmbH is excluded for all orders to incaseof.law GmbH.

incaseof.law provides its customers with the technical interfaces for the Federal Electronic Legal Communication, which enables the submission of declarations of intent, such as the filing of dunning actions in the customer's own name. The responsibility for the correctness and completeness of the automation-supported dunning actions and execution applications as well as for compliance with legal provisions and procedural rules lies exclusively with the Client. Clients also bear the responsibility for complying with internal representation rights and authorizations when using this service. incaseof.law creates the technical basis for assigning different access levels in the debt management tool but assumes no responsibility for the consistency of the granted authorizations with the internal corporate signature and representation regulations of the Client.

The responsibility for monitoring statutes of limitation generally lies with the Client. In the case of claims that expire within 3 months of the order being placed, the Client must point this out separately and state whether events suspending the statute of limitations have occurred since the due date. Within the framework of monitoring and doubtful debt collection, incaseof.law is free in its decision to take or initiate judicial or out-of-court measures. Omitted collections do not justify any liability of any kind.

Where the Client is connected to incaseof.law via a Connector Partner and data is transmitted to incaseof.law by such Connector Partner, incaseof.law shall not be liable for damages resulting from the Connector Partner having transmitted inaccurate, incomplete or unauthorised data, provided that incaseof.law could not have identified such inaccuracy by applying due care. The Client shall indemnify and hold harmless incaseof.law against all third-party claims asserted against incaseof.law in connection with inaccurate, incomplete or unauthorised data transmission by the Connector Partner, to the extent that such inaccuracy is attributable to the sphere of responsibility of the Client or the Connector Partner.

Liability of incaseof.law GmbH for indirect damage, consequential damage, lost profit, loss of interest, or damage from third-party claims against the Client is excluded, unless mandatory legal regulations prevent this. The liability of incaseof.law GmbH is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract, unless there is intent or gross negligence.

VII. Data Protection

By placing the collection order (case creation), the Client expressly declares to have an overriding legitimate interest in the processing and transmission of the associated data within the meaning of the EU General Data Protection Regulation and the Data Protection Act (as amended) or the corresponding German data protection laws (in particular BDSG) and takes note of the corresponding processing and transmission by incaseof.law in accordance with the privacy policy.

incaseof.law archives all case-related documents electronically and stores them within the framework of the applicable legal retention periods and in accordance with the relevant provisions of the GDPR and the BDSG.

incaseof.law reserves the right to transmit collection data to credit reporting agencies, provided that advance information has been given to the persons concerned, the corresponding permissible storage period (in particular according to Art. 5 para. 1 lit. e GDPR) has not been exceeded, and the associated processing purposes exist.

Where the Client is connected via a Connector Partner, incaseof.law processes the master data transmitted by the Connector Partner for the purpose of creating the user account and managing the contractual relationship as an independent data controller on the basis of Art. 6(1)(b) GDPR. With regard to the processing of debtor data on behalf of the Client for the purpose of receivables management, incaseof.law acts as a processor pursuant to Art. 28 GDPR; in this respect, the data processing agreement concluded between the parties shall apply. In all other respects, the privacy policy of incaseof.law as published on the website in its respectively current version shall apply.

VIII. Final Provisions

Side agreements and amendments to these terms and conditions require written form to be effective. By placing the collection order (case creation), the Client recognizes the exclusive validity of these General Terms and Conditions to the exclusion of any of its own business terms.

If a provision of these terms and conditions is or becomes invalid or unenforceable, it shall be replaced by a valid and enforceable provision that comes closest to the economic purpose of the invalid provision. All other provisions remain unaffected.

Applicable law and place of jurisdiction:

For Clients based in Austria, these GTC as well as all disputes arising out of or in connection with the legal relationship between the Client and incaseof.law are subject to Austrian law, excluding the reference norms of international private law and the UN Sales Convention. The exclusive place of jurisdiction is 1010 Vienna, Austria.

For Clients based in Germany, these GTC as well as all disputes arising out of or in connection with the legal relationship between the Client and incaseof.law are subject to German law, excluding the reference norms of international private law and the UN Sales Convention. The exclusive place of jurisdiction is the seat of incaseof.law GmbH in Vienna, Austria. The validity of § 38 ZPO (Germany) is hereby expressly agreed.

Version valid from 9 June 2026