

# Terms and Conditions

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and us, concerning your access to and use of the [www.pineapplebuilder.com](http://www.pineapplebuilder.com) website (collectively, the “website”).

## 1. General

1. These Terms and Conditions govern the rights and obligations in connection with the use of the services of the provider Aurity Ltd trading as "Pineapple Builder" of Kemp House, 152 City Road, London EC1V 2NX (“we,” “us” or “our”) (hereinafter: Pineapple Builder or "We") and the Pineapple Builder User in connection with the use of our services and the other services, applications, mobile applications and functions offered by Pineapple Builder, unless we expressly state otherwise.
2. Our Terms and Conditions apply exclusively. Any terms and conditions of the Pineapple Builder User that conflict with or deviate from these Terms and Conditions will not be accepted unless we have expressly agreed to their application in text form. These Terms and Conditions shall also apply if we are aware of terms and conditions of the Pineapple Builder User that conflict with or deviate from these Terms and Conditions and provide our services to the Pineapple Builder User without reservation.

## 2. Conclusion of the contract

1. Unless otherwise agreed individually, a contract will be concluded and shall constitute a legally binding agreement between you and us, upon
  - a) you explicitly accepting these Terms and Conditions during the completion of the registration process, or
  - b) your use of our website or services in any form whatsoever.
2. If you do not agree to these Terms and Conditions, you must not use our website or services.
3. The Pineapple Builder User may print out these Terms and Conditions (contract text) at any time. The print function of the browser can be used for this purpose.
4. There is no entitlement to the conclusion of a contract. We are free to reject a Pineapple Builder User's offer to conclude a contract without giving reasons.
5. In order to register a Pineapple Builder Site, the Pineapple Builder User must be at least 16 years of age. Pineapple Builder does not knowingly collect any information from minors or other persons who are legally unable to use our services and websites. If we become aware that we have collected personal information from minors, we will delete it immediately; unless we are required by law to retain the information.
6. If the Pineapple Builder User operates an online shop on his Pineapple Builder Site, the minimum age is 18.

## 3. Our services

1. Pineapple Builder provides an online service with which the Pineapple Builder User can create a user account (Pineapple Builder Account). Through this Pineapple Builder Account, the Pineapple Builder User can create, manage and edit one or more Pineapple Builder pages (hereinafter referred to as "Pineapple Builder Page(s)" or "Pineapple Builder Website(s)"). The service provided allows the user to customise the design of his Pineapple Builder website, post his own content and/or operate an online shop.
2. Pineapple Builder offers the Pineapple Builder User a service package. An overview with the current service description can be found here <https://www.pineapplebuilder.com/pricing>.
3. Voluntary, free services and performances of the Service Provider may be discontinued at any time. In this case, the Pineapple Builder User has no claim to continuation of the Pineapple Builder Services.
4. In certain services, advertising may be displayed on the published Pineapple Builder website.
5. The Pineapple Builder User is not entitled to edit, remove or cover the placed advertising.
6. A Pineapple Builder Site created by the User will be published under a subdomain chosen by the User or generated by the system.
7. The Pineapple Builder User is not entitled to forward an externally hosted domain to a free Pineapple Builder Page or to display the free Pineapple Builder Page in an external website (e.g., integration via frame or iFrame).
8. In the edit mode of all Pineapple Builder products, we collect data for quality assurance purposes with the help of Google Analytics. This data collection takes place across all pages. We use the information obtained from this to correct errors and to further improve the user-friendliness of our service. We

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reserve the right to use other web analysis systems. We will inform you about this in our privacy policy. We ensure that the respective service provider is carefully selected when using the web analysis systems and that the data protection requirements for the use of the respective system are met.

9. We have the right to use the services of third parties in compliance with the legal provisions applicable to Pineapple Builder for the provision of services and in compliance with the contract for the processing of data on behalf of Pineapple Builder.
10. Pineapple Builder may offer third-party services to extend the service packages, which may be integrated on the Pineapple Builder User's websites. The type and scope of use are also governed by the respective terms and conditions and privacy policies of the third-party providers, to which we refer separately. The use of these third-party services is at the user's own risk; Pineapple Builder shall not be liable for any damages arising from the use of the third-party services. Before integrating/linking to these third-party services, you should always check the privacy policy and terms and conditions of the relevant third-party provider, as the integration may give the third-party provider access to personal data that you have provided. For example, personal data that Pineapple Builder shares with a third-party account or platform (e.g., a social media account) may in turn be shared with certain third parties, including the general public, depending on the privacy policy of the account or platform.
11. Depending on the service selected, we offer users the integration of web analysis tools provided by Pineapple Builder based on Google Analytics. In this case, users will have access to our web analytics data relating to their respective Pineapple Builder pages.
12. Pineapple Builder reserves the right to extend, change or delete services or functions and to make improvements, in particular if these serve technical progress, appear necessary and in order to prevent misuse. We will only make these changes if the changes are reasonable for the Pineapple Builder User or if we are obliged to do so by law.
13. The presentation and design of the administration area (e.g., in the dashboard or CMS) is the sole responsibility of Pineapple Builder. Pineapple Builder reserves the right to display product-related advertisements and other commercial or sponsored content in the administration area which, as determined by Pineapple Builder, may be valuable or helpful to the Pineapple Builder User in creating, designing or maintaining his or her Pineapple Builder Site.
14. In order to learn how satisfied the User is with the Pineapple Builder Products, Pineapple Builder reserves the right to send User surveys to the Pineapple Builder User in the administration area of the Site and/or by email (if the User has consented). The User decides individually for each survey whether he/she wishes to participate and what information he/she wishes to provide to Pineapple Builder (Art. 6 para. 1 lit. a GDPR).

## **4. User generated contributions**

1. We provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on your Pineapple Builder Site., including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").
2. Contributions may be viewable by other users of the website and through third-party website. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:
  - a) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
  - b) you are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the website, and other users of the website to use your Contributions in any manner contemplated by the website and these Terms and Conditions.
  - c) you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the website and these Terms and Conditions.
  - d) your Contributions are not false, inaccurate, or misleading.
  - e) your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

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- f) your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- g) your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- h) your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- i) your Contributions do not violate any applicable law, regulation, or rule.
- j) your Contributions do not violate the privacy or publicity rights of any third party.
- k) your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- l) your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- m) your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- n) your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.
- o) Any use of the website in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the website.

### 5. Contribution Licence

1. By posting your Contributions to any part of the website, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.
2. This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the website.
4. You are solely responsible for your Contributions to the website, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
5. We have the right, in our sole and absolute discretion,
  - a) to edit, redact, or otherwise change any Contributions;
  - b) to re-categorise any Contributions to place them in more appropriate locations on the website; and
  - c) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

### 6. Personal Data

1. The Pineapple Builder User warrants that the personal data provided by him/her is true and complete. In individual cases we reserve the right to request suitable proof of identity.
2. The Pineapple Builder User is obliged to keep the personal data up to date.
3. In order to prevent unauthorised third parties from using the Pineapple Builder Service, the Pineapple Builder User is obliged to keep the access data secret. If the Pineapple Builder User has reason to believe that unauthorised third parties have obtained or may obtain knowledge of the access data, we must be informed immediately. In this case, the Pineapple Builder User is also obliged to change his password without delay.

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4. The Pineapple Builder User agrees to receive electronic communication from Pineapple Builder for contractual purposes (e.g., invoices, important contractual information or significant technical changes, etc.). It is therefore very important that the Pineapple Builder account data ("Account") is kept up to date. Pineapple Builder disclaims any liability or responsibility if you do not receive an email notification because the email address is incorrect/current. The Pineapple Builder User may revoke his or her consent to receive this information electronically at any time in the future by notifying Pineapple Builder. In this case, however, Pineapple Builder reserves the right to close the Pineapple Builder User account.

### **7. General obligations of the Pineapple Builder User**

1. The Pineapple Builder User is responsible for all content that the Pineapple Builder User makes available or stores on Pineapple Builder websites. We are not obliged to check the Pineapple Builder Pages of the Pineapple Builder User for possible violations of the law.
2. The Pineapple Builder User is obliged to comply with all applicable national laws and regulations of England and Wales. This also explicitly applies to any additional legal provisions applicable to the operation of an online shop.
3. The Pineapple Builder User undertakes to comply with the imprint obligation (or the respective legal obligation in the country of use) on its own initiative. An imprint (provider identification) must be provided for third parties as soon as the Website becomes accessible. If a company is a Pineapple Builder user, a natural person must always be named as the contact person for Pineapple Builder. We must be informed immediately of any change of contact person.
4. Pineapple Builder regularly creates backups of its web servers. Individual Pineapple Builder pages and/or content cannot be restored from these backups. The storage and backup of data and/or content of Pineapple Builder pages is the responsibility of the Pineapple Builder User. Pineapple Builder Users should create regular backups of all content on their Pineapple Builder Page(s) in order to avoid damage due to data loss. This is especially true for product and buyer data.
5. Pineapple Builder's shop solutions do not comply with the requirements of the principles for the proper keeping and storage of books, records and documents in electronic form and for data access. Pineapple Builder does not provide invoices, receipts or other tax-relevant documentation for the shop owner. The Pineapple Builder User is responsible for the retention of data in accordance with legal requirements, in particular commercial and tax law.
6. The Pineapple Builder Solutions do not meet all requirements for the online sale of the following items:
  - a) Films or computer games not rated for minors.
  - b) Alcoholic beverages, tobacco products and other products containing nicotine
  - c) Products containing cannabidiol (CBD)
  - d) Other content harmful to minors.
7. If the user offers goods or services that fall under the Children Act 1989, it is advisable to contact a licensed specialist lawyer or expert. The sale of such products or services via the Pineapple Builder Building Kit System is not recommended by Pineapple Builder and is at the User's own risk.
8. The Pineapple Builder User may only use the designs contained in Pineapple Builder for the Pineapple Builder website. It is expressly prohibited to store the Pineapple Builder website on third-party IT systems and to use it on a third-party server.
9. The Pineapple Builder User may use the curated content of our design templates (images, texts, layout, fonts) exclusively on his Pineapple Builder website. Publication of this content elsewhere, such as in print media or other platforms on the Internet, is not permitted.

### **8. Prohibited Use**

1. The Pineapple Builder User is prohibited from any actions on Pineapple Builder Pages that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors. The Pineapple Builder User is prohibited from publishing, distributing, offering or advertising:
  - a) pornographic, indecent or obscene content;
  - b) content, services and/or products that violate the laws for the protection of minors, data protection laws and/or other laws and/or are fraudulent;
  - c) Content glorifying or trivialising war, terror and other acts of violence against humans or animals;
  - d) Content that insults or defames other users or third parties on the basis of age, ethnic or social origin, language, religious affiliation, disability, gender, sexual orientation, et cetera;

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- e) Content that is likely to deny, insult, threaten or malign others;
- f) Content or communication that is likely to promote or support (explicitly or implicitly) racism, radicalism, fascism, bigotry, hatred, physical or mental violence or unlawful acts or is otherwise offensive to morality;
- g) content, services and/or products that are protected by law or encumbered with third-party rights (e.g., copyrights) without being demonstrably entitled to do so.
- h) These obligations also apply to links ("hyperlinks") inserted by the Pineapple Builder User on its Pineapple Builder website to such content of this kind on external platforms or services.
- i) Furthermore, the following activities are also prohibited, irrespective of any possible violation of the law, when publishing their own content (or by placing links) on Pineapple Builder pages:
  - j) the distribution of viruses, Trojans and other harmful files;
  - k) sending junk, spam or scam emails or chain letters;
  - l) using a Pineapple Builder Page for spam purposes and creating free Pineapple Builder Pages for link-building purposes or SEO spam;
  - m) harassing others, for example by contacting them personally several times without or contrary to the other person's response, and encouraging or supporting such harassment;
  - n) soliciting others to disclose passwords or personal information for commercial or unlawful purposes (phishing);
  - o) Publishing, distributing, offering and advertising bonus systems, Paid4Mail services, pop-up services, snowball systems or similarly functioning forms of marketing and/or advertising;
  - p) Offering games of chance or sports betting without a licence from the competent authority;
  - q) brokering loans or personal loans in a businesslike manner without written permission from the competent authority;
- 2. Also prohibited is any action that could impair the smooth operation of the Pineapple Builder system.
- 3. If claims are brought against Pineapple Builder as a third party or joint tortfeasor (e.g. for injunctive relief, revocation, correction, damages, etc.) on account of unlawful content provided by the Pineapple Builder User on his website, the Pineapple Builder User will be obliged to reimburse Pineapple Builder for all costs incurred as a result. The Pineapple Builder User is also obliged to assist Pineapple Builder in any way possible in defending against such claims.
- 4. The sending of emails to a large number of recipients (newsletters, advertising emails) via the Pineapple Builder mail system is generally prohibited. With regard to the term "multitude", we adhere to the explanation established by our mail provider and based on the CAN\_SPAM Act: the sending of an email to more than 200 people. The email systems we use automatically react to the sending of this type of email and block access to the email account concerned and the email management of the Pineapple Builder site. In the event of repeated violations, we reserve the right to permanently block email access.

### 9. Blocking of access

- 1. We may block access to our services temporarily or permanently if there are specific indications that the Pineapple Builder User is violating or has violated these Terms and Conditions and/or applicable law or if we have another legitimate interest in blocking access.
- 2. Access may also be blocked if the Pineapple Builder User is more than 30 days in arrears with the payment of a fee. In this case, we will also be entitled to have the domain(s) deleted ("CLOSE") on his behalf by the relevant registry.
- 3. In deciding whether to block a domain, we will give due consideration to the legitimate interests of all parties involved.
- 4. If a Pineapple Builder User does not log in to his or her free Pineapple Builder Site within 180 days, we will be entitled to irrevocably delete this website and all content contained on it.

### 10. Service disruptions

- 1. We shall endeavour to ensure that the use of our services is as uninterrupted as possible. However, the Pineapple Builder User acknowledges that for technical reasons and due to external influences (e.g., unavailability of communication networks, interruption of power supply, hardware and software errors) uninterrupted availability of the Pineapple Builder websites is not feasible. There is no entitlement to high availability. Merely temporary access restrictions do not constitute grounds for warranty claims or a right to extraordinary termination. The current status of our system can be viewed here.

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2. Insofar as our services are provided free of charge to the Pineapple Builder User, the Pineapple Builder User shall only be entitled to use our services within the scope of the availability actually provided by us.
3. For paid services we guarantee an availability of 98% on an annual average within our area of responsibility. The calculation of availability does not include the regular maintenance windows, which may amount to 4 hours each week. We endeavour to keep maintenance times as short as possible.
4. Certain system requirements must be met in order to use the Pineapple Builder system properly. An overview of the current system requirements can be found here. The Service Provider is not responsible for performance problems or restrictions when using other system configurations.

### 11. Terms of payment

1. For the use of the chargeable service package as well as additional services / services of third-party providers, fees are incurred which are due in advance for a contract period.
2. The respective possible payment methods will be displayed to the Pineapple Builder User in the product information and/or in the order process.
3. Invoices for chargeable service packages will be provided to the Pineapple Builder User in PDF format.
4. The respective invoice amount shall be paid in full to Pineapple Builder within 14 days of receipt of the invoice, unless otherwise agreed.
5. The timeliness of payments shall be determined by the receipt of the amount at our unconditional disposal.
6. Pineapple Builder processes all payments through external payment service providers.
7. The Pineapple Builder User agrees that Pineapple Builder may only accept payments via these service providers or that the relevant service providers may debit the amounts arising. In the case of a bank transfer, the payment must be directed to the payment service provider specified in the payment process.
8. If a payment method is stored in a Pineapple Builder contract via which the costs for the contract renewal are to be debited automatically, Pineapple Builder will automatically debit (collect) the invoice amount due on the day of the contract renewal. If automatic debiting is not possible, the Pineapple Builder User will receive a payment link from us on the day of the contract renewal. Payment for the new contract term must be made via this link within 14 days.
9. The Pineapple Builder User agrees to the automatic debit by selecting the payment method.
10. If payment is made by bank transfer, the purpose of payment specified by us must be indicated. If the Pineapple Builder User makes a transfer for a different purpose, he must inform us immediately and provide us with proof of the payment. This proof must contain the following data in full and in a decipherable form: The bank details (IBAN) of the sender's account, the name of the account holder, the date of payment, the amount, the intended purpose and the bank details (IBAN) of the recipient. The burden of proof of a payment lies with the Pineapple Builder User.
11. The Service Provider is also entitled to shut down the Pineapple Builder User's website and block Pineapple Builder access if the fees are not paid. In this case the Service Provider shall also be entitled to have the Pineapple Builder User's domain deleted by the relevant registry ("CLOSE"). By accepting these Terms and Conditions, the Pineapple Builder User expressly authorises Pineapple Builder to issue such a notice of termination.
12. Pineapple Builder will not be liable for any downtime, damage or loss of revenue caused by a blocking of the Site due to incorrect or late payment, provided that the Pineapple Builder User is responsible for the error or delay.
13. Payments are due in GBP.
14. Unless otherwise stated, discounts or promotions relate to the first contract period of a contract term. Renewal of the Contract will thereafter be at the current applicable full price. We may change our offer and prices from time to time. In the case of existing contracts for which a fee is charged, the changes will take effect at the start of the next contract period and a reasonable notification period of at least 6 weeks will be observed.
15. If the Pineapple Builder User does not object within 6 weeks of receipt of the notification and continues to use the services even after the expiry of the objection period, the changes will be deemed to have been agreed with effect from the expiry of the period. In the notice of change we will inform the Pineapple Builder User of his right to object and of the consequences of an objection.

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16. All prices are inclusive of value added tax. The applicable rate of value added tax will be shown on the invoice at the latest.

### 12. Chargebacks

1. In the event of a chargeback by the Pineapple Builder User in connection with a payment, we reserve the right to block the relevant Pineapple Builder Page(s) or Pineapple Builder Account and to terminate the associated contract(s).
2. The Pineapple Builder Site or Pineapple Builder Account may not be used again until all outstanding claims have been settled.
3. Fees incurred by Pineapple Builder as a result of a chargeback, rejection of a payment or the opening of a dispute may be charged to the Pineapple Builder User. The Pineapple Builder User may contact Customer Support in advance if he has any questions about a payment.
4. If there are problems with the collection of the invoice amount, Pineapple Builder reserves the right to offer only certain payment methods for the settlement of the invoice.

### 13. Right of withdrawal

1. Consumers generally have a right of withdrawal. Further information on this can be found in the cancellation policy.
2. In the event of a revocation of a contract, we will repay the payment received under this contract immediately and at the latest within fourteen days of receipt of the revocation. For this repayment, we will use the same means of payment that the Pineapple Builder User used for the original transaction.
3. Upon termination of the contractual relationship, Pineapple Builder will delete the Pineapple Builder User's domain(s) that have not been transferred to a new provider, as well as the associated email accounts (including the emails in the inboxes). In the course of the revocation, the Pineapple Builder User has the option to have the Pineapple Builder Site deactivated or to continue to use it under another service package.
4. If at the time of the revocation the domain stored on the Pineapple Builder Site has already been registered or if the registration was started prior to the submission of the revocation, we reserve the right to charge the Pineapple Builder User the fee for the registration of this domain or to reduce the amount to be refunded.

### 14. Responsibility for content

1. We offer the Pineapple Builder User the opportunity to place content on his Pineapple Builder website himself and thus make it available to third parties. In order for us to be able to provide the services for creating the Website with texts, images and, if applicable, videos, it is necessary for the Pineapple Builder User to grant Pineapple Builder GmbH rights of use for the reproduction, editing and making available to the public of his content. This does not mean that we sell the user's content to third parties. The personal copyright of the author remains unaffected.
2. By posting content, the Pineapple Builder User grants us in each case a royalty-free right of use to the respective content, in particular:
  - a) to store the content on our servers and to publish it, in particular to make it publicly available (e.g. by displaying the content on our websites)
  - b) to edit and reproduce the content to the extent necessary for the provision or publication of the content in question.
3. The Pineapple Builder User is fully responsible for the content he publishes. Pineapple Builder is not obliged to check the content in advance for completeness, accuracy, legality, up-to-dateness, quality and suitability for a particular purpose.
4. The Pineapple Builder User represents and warrants to us that he or she is the sole owner of all rights in the content he or she posts on his or her Website, or is otherwise authorised (e.g. by effective permission from the rights holder) to post the content on his or her Website.
5. We reserve the right to refuse to post content and/or to block or remove content already posted (including private messages) without prior notice if the posting of the content by the Pineapple Builder User or the posted content itself has led to a breach of these Terms and Conditions or if there are concrete indications that a serious breach of these Terms and Conditions will occur. We will take into account the legitimate interests of the Pineapple Builder User and take reasonable measures to prevent and/or remedy the breach.

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6. The Pineapple Builder User shall indemnify us against all claims asserted against us by third parties on account of a breach by the Pineapple Builder User of statutory provisions, the rights of third parties (in particular personal rights, copyrights and trademark rights) or contractual obligations, representations or warranties, including the costs of the necessary legal defence (lawyers' fees and court costs in the statutory amount) on first demand. In the event that such claims are asserted, the Pineapple Builder User is obliged to cooperate immediately and fully in clarifying the facts and to provide us with the necessary information in an appropriate manner.

### 15. Contracts and terminations

1. A free Pineapple Builder website may be deleted by the Pineapple Builder User at any time via the settings or menu of his Pineapple Builder Site.
2. A Pineapple Builder Account can be deleted by the Pineapple Builder User via the settings in the dashboard. In order for a Pineapple Builder account to be deleted by the Pineapple Builder User, only Free Pages may be connected to it. If the Pineapple Builder User has linked paid Pineapple Builder Pages to the Pineapple Builder Account, the contract must first be terminated in accordance with these Terms and Conditions.
3. Unless otherwise stated in the respective service description, the contract of the fee-based packages with annual renewal will be renewed in each case for the originally agreed period if the contract is not terminated one month before the end of the respective term. The user shall be informed separately of the contract extension by means of an e-mail notification no later than 6 weeks before the date of the contract extension. The contract extension will be deemed to have been agreed if the user does not object to this extension in good time or does not terminate the contract in good time. In the notification, Pineapple Builder will also inform the user once again of his right to terminate or object, the applicable deadlines for doing so and the effect of failing to object or terminate.
4. Unless otherwise stated in the respective service description, the contract for the chargeable monthly cancellable packages will be renewed for a further month in each case if it is not terminated at the end of the respective term.
5. Notice of termination may be given by the Pineapple Builder User directly on the Pineapple Builder website to be terminated in the settings or sent to us in text form (e.g., e-mail, letter). If notice of termination is given by email, it must be sent from the email address which the Pineapple Builder User has entered as the contact address on his Pineapple Builder website. Notice of termination may be given as of the following business day or as of the end of the contract term. In the event of termination as of the next working day, the conditions set out in Section 14.4 will apply in particular. In the event of termination of the contract, the paid Pineapple Builder Site will be converted into a free Pineapple Builder Site. Free Pineapple Builder Pages can be deleted by the Pineapple Builder User himself.
6. No refund of prepaid fees will be made in the event of termination or deletion prior to the expiry of the contract.
7. The Pineapple Builder User has the option of ordering additional services for certain service packages for which a fee is charged. If the Pineapple Builder User cancels one or more of these additional services, the remainder of the contractual relationship will remain unaffected.
8. The Pineapple Builder User has the option to change the services. An upgrade of the service is possible at any time. Pineapple Builder must be notified of the wish to downgrade the service no later than four weeks before the end of the contract term. In the event of a downgrade, the change will be made when the contract is renewed.
9. We are entitled to terminate the contractual relationship without giving reasons with a notice period of 3 months. Pro rata fees paid in advance shall be refunded in this case.
10. The extraordinary right of termination of each contracting party remains unaffected.
11. In particular, we shall be entitled to terminate the contractual relationship without notice if facts justify the assumption that the Pineapple Builder User has intentionally or negligently committed "prohibited acts" within the meaning of these Terms and Conditions or has breached other obligations under these Terms and Conditions. Any such breach or failure to comply may also result in civil and criminal penalties for the Pineapple Builder User itself. Pro rata fees paid in advance will not be refunded in this case. The Pineapple Builder User is at liberty to provide evidence that the refund not granted is "unreasonable" in his case.
12. After termination of the contractual relationship, we are no longer obliged to provide the contractual services. We may delete all data of the Pineapple Builder User located on the server, including emails

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located in the mailboxes. It is not possible to transfer the entire website to a third-party server. The timely storage and backup of the data is therefore the responsibility of the Pineapple Builder User.

13. Furthermore, after termination of the contract we are entitled to have the Pineapple Builder User's domains registered via Pineapple Builder that have not been transferred to a new provider deleted by the respective registry.
14. In addition to the rights granted by Pineapple Builder under these Terms and Conditions, Pineapple Builder may take further action if Pineapple Builder determines that a security breach on a Pineapple Builder User's website could result in unauthorised disclosure of customer information or require the Pineapple Builder User to provide Pineapple Builder with information regarding such breach.

## 16. Privacy Policy

1. We ensure that personal data of Pineapple Builder Users is only collected, stored and processed to the extent necessary for the provision of our services and as permitted by law or as required by law. Further information on data processing and data protection can be found in the Pineapple Builder privacy policy. You can find this here.
2. In the event that declarations of consent under data protection law are obtained from the Pineapple Builder User in the context of the use of our services, it is pointed out that these may be revoked by the Pineapple Builder User at any time with effect for the future.
3. Within the framework of the respective data protection laws, the Pineapple Builder User is the principal or the responsible party within the meaning of Article 4 No. 7 of the GDPR with respect to all personal data processed by Pineapple Builder as a processor via the services offered by Pineapple Builder. The Pineapple Builder User agrees to comply with the requirements of data protection laws applicable to data controllers in relation to the use of the Pineapple Builder Services and in connection with these terms and conditions and in connection with the contract for processing data on behalf provided by Pineapple Builder. The relevant Pineapple Builder contract for the processing of data on behalf can be downloaded here and concluded with Pineapple Builder in electronic form. The Client or the Pineapple Builder User is solely responsible for safeguarding the data subject rights.
4. A service such as Pineapple Builder is subject to constant change with regard to the processing of data, the use of third-party providers or services. Pineapple Builder is constantly looking for solutions to improve the services for the Pineapple Builder User. In this context, we may also change details of the processing of data via our websites. Pineapple Builder will inform the Customer or the Pineapple Builder User in good time in the event of a planned change of subcontractor or if a new subcontractor is to be engaged, as described in the contract on commissioned processing ("Information"). Should the Client object to this change, the Contractor may terminate the contractual relationship with the Client with a notice period of at least 14 days to the end of a calendar month. The Contractor shall take reasonable account of the Client's interests in the notice period. If the Principal does not object within three weeks after receipt of the "Information", this shall be deemed to be the Principal's consent to the change or the new commissioning of the subcontractor concerned.
5. Up-to-date information on the purpose, nature and scope of the collection, processing and use of personal data can be found in the privacy policy, which can be accessed at any time under the link "Privacy Policy", as well as in the contract on the processing of data on behalf of the Principal.
6. Pineapple Builder may provide general sample data protection, cookie, imprint, and other (relevant) notices, texts or text generators from third-party providers on the respective Pineapple Builder User page or in the dashboard as part of its services. These general notices and/or the technical means for generating these texts do not constitute legal advice within the meaning of the Legal Services Act and Pineapple Builder accepts no responsibility for the accuracy, completeness and/or legality of their content or suitability for the respective website/offer. In order to ensure that the relevant notices on the respective website satisfy all legal requirements, it is advisable to seek legal advice.

## 17. User data

1. We will maintain certain data that you transmit to the website for the purpose of managing the website, as well as data relating to your use of the website. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the website.
2. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

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## 18. Submissions

1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the website ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
2. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 19. Advertisers

1. We allow advertisers to display their advertisements and other information in certain areas of the website, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the website and any services provided on the website or products sold through those advertisements.
2. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the website, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

## 20. Website management

1. We reserve the right, but not the obligation to:
  - a) monitor the website for violations of these Terms and Conditions;
  - b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
  - c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
    1. in our sole discretion and without limitation, notice, or liability, to remove from the website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
    2. otherwise manage the website in a manner designed to protect our rights and property and to facilitate the proper functioning of the website.

## 21. Copyright infringements

1. We respect the intellectual property rights of others. If you believe that any material available on or through the website infringes upon any copyright you own or control, please immediately notify us using the contact information provided. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.
2. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the website infringes your copyright, you should consider first contacting a lawyer or expert.

## 22. Corrections

There may be information on the website that contains typographical errors, inaccuracies, or omissions that may relate to the website, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the website at any time, without prior notice.

## 23. Disclaimer

1. The website is provided on an as-is and as-available basis.
2. You agree that your use of the website and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the website and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy

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or completeness of the website's content or the content of any websites linked to the website, and we will assume no liability or responsibility for any:

- a) errors, mistakes, or inaccuracies of content and materials,
  - b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website,
  - c) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
  - d) any interruption or cessation of transmission to or from the website,
  - e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, and/or
  - f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the website.
3. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.
  4. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.
  5. Pineapple Builder makes no warranty or representation that the website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
  6. No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making any decisions or taking any action of any kind.

### **24. Limitation of liability**

1. We shall be liable without limitation for all damages caused by us in the event of intent or gross negligence.
2. In the event of slight negligence, we shall be liable without limitation in the case of injury to life, body or health.
3. In all other respects, we shall only be liable if we have breached a material contractual obligation. Material contractual obligations are defined in the abstract as obligations the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the Pineapple Builder User may regularly rely. In such cases, liability is limited to compensation for the foreseeable, typically occurring damage, but not more than the amount of one year's remuneration for the Pineapple Builder website in question.
4. Insofar as our liability is excluded or limited in accordance with the aforementioned provisions, this also applies to our vicarious agents.
5. Liability under the Product Liability Act remains unaffected.

### **25. Indemnification**

1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:
  - a) your Contributions;
  - b) use of the website;
  - c) breach of these Terms and Conditions;
  - d) any breach of your representations and warranties set forth in these Terms and Conditions;
  - e) your violation of the rights of a third party, including but not limited to intellectual property rights;or
  - f) any overt harmful act toward any other user of the website with whom you connected via the website.

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2. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### **26. Availability of the website**

1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
2. Pineapple Builder accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **27. Intellectual Property**

1. All Content included on the website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Pineapple Builder, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the website unless otherwise indicated on the website or unless given express written permission to do so by Pineapple Builder.

### **28. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### **29. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### **30. Notices**

All notices / communications shall be given to us by email to [support@aurity.co](mailto:support@aurity.co). Such notice will be deemed received, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

### **31. Law and Jurisdiction**

These terms and conditions and the relationship between you and Pineapple Builder shall be governed by and construed in accordance with the Law of England and Wales and Pineapple Builder and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.