

Terms of Use Wire Germany GmbH

B2B

(Update 2025)

1. General Information

- 1.1. Our mission is collaboration without compromise for everyone. We hope you love our products and services - connecting, messaging and sharing files with ease, protected by the industry's most secure end-to-end encryption - as much as we love building them. These Terms of Use ("**ToU**") govern the legal relationship between us, Wire Germany GmbH, and you when you use our services as a business owner, use our offers in the course of your commercial or self-employed professional activity. We refer to Wire Germany GmbH collectively as "our Company," "us," or "we" throughout these ToU.
- 1.2. The subject matter of these ToU is the use of the Company's website ("**Website**"), the mobile software applications ("**Mobile Apps**"), the desktop applications ("**Desktop Apps**") and the web applications ("**Web Apps**") (Mobile Apps, Desktop Apps and Web Apps, collectively, "**Apps**"), which enable you to use the software and services we offer. Your access and use of the Apps, our Website and of the features, software, products and services provided by us through the Apps or the Website (individually and collectively, "**Services**") is subject to the terms and conditions in these ToU.
- 1.3. You may compile our open-source software to develop your own mobile, desktop or web application ("**Independent App**"). These ToU do not apply to Independent Apps. You are free to utilize and exploit your Independent App in any way you choose and that is permitted by the license under which the source code was published. However, if you wish to use your Independent App to utilize and connect to our servers for any purposes, then, as a condition to your use of our servers and network infrastructure, your Independent App must comply with and may only be used in accordance with our ToU. Any reference in these ToU to an App also refers to any Independent Apps that connect to our servers for any purposes.
- 1.4. By using our Services, you confirm that you have read, understood, and accepted these ToU. Companies are responsible for ensuring that their authorized users (e.g., employees) comply with these ToU. To make use of our Services you must have full legal capacity. If you are a minor under the age of 18, you need your legal guardian's consent unless you can legally use your own funds under applicable law. If you do not accept these ToU, then you must not use the Apps, the Website and/or the Services.
- 1.5. If you are using the Apps, the Website and/or the Services on behalf of your employer or another legal entity, you must have the legal authority to enter into a user agreement on behalf

of your employer or other legal entity subject to these ToU. If you do not have such authority, then you may not use the Apps, the Website and/or the Services on behalf of your employer and you must immediately cease all use of the Apps, the Website and/or the Services.

2. Our Services, registration and user account

- 2.1. Our Services include so-called messaging services so that you can communicate, share files and cooperate via the Internet with other users of our Services, e.g. through text messages and voice and video telephony.
- 2.2. The use of our Services requires that you register for the Services and that you have a user account. You must correctly and completely provide the data we request during the registration process. For more information about how we transfer, store or process your information, please see our privacy policy. In addition, you must give your consent to these ToU during the registration process. Through your registration a use agreement between you and our Company is concluded. There is no entitlement to the conclusion of such use agreement. You must treat the access to your user account with the necessary care and are fully liable for any direct or indirect damage caused by misuse of your account by third parties and/or negligent handling of the access data.
- 2.3. In accordance with the technical state-of-the-art we have taken reasonable measures to protect any data stored. However, we are not subject to any custodial or safekeeping obligations. You yourself are responsible for adequate safeguarding. You always remain the owner of your data stored on the servers. For more information about how we transfer, store or process your information, please see our privacy policy.
- 2.4. You are obliged to protect your access data in line with the current state of technology against unauthorized access by third parties and to keep them safe. You have to immediately notify us of any unauthorized accesses to your access data and/or your user account.
- 2.5. Blocked accounts, including for any type of abuse (including without limitation a violation of these ToU), may not be able to be reactivated.

3. No access to emergency services

Unless otherwise agreed, you are not allowed to use our Services to operate or contact emergency services or public emergency call centers or to forward emergency calls to hospitals, law enforcement agencies, the fire department or similar institutions. You acknowledge and agree that: (i) the Company is not required to offer access to emergency services under any applicable local and/or national rules, regulations or law; (ii) it is your responsibility to purchase, separately from the Services, traditional wireless (mobile) or fixed line telephone services that offer access to emergency services, and (iii) the Service is not a replacement for your primary telephone service.

4. Paid Services, terms of payment

- 4.1. The use of the Apps is generally free of charge for you (freemium). Some of our Services are offered for a fee (collectively, “**Paid Services**”), which, for instance, facilitate conference calls, allow to share files or to run our products from your own server. You can book these in your user account or by reaching out to our sales team. Additional costs for Paid Services are incurred by the user account that subscribes the additional functions for the respective team. This section applies to any purchases of Paid Services. By using a Paid Service, you agree to pay the specified fees. All fees are exclusive of taxes, which we will charge as applicable. Our Paid Services automatically renew for the booking interval you select (such as annually or biennially), unless canceled in writing at least ninety (90) days before expiration. For the avoidance of doubt, this requirement supersedes the general termination right stated in Section 5. Subscriptions begin on your purchase date, and we will bill or charge you in the automatically renewing interval you select, on a pre-pay basis until you terminate.
- 4.2. By enrolling in a subscription, you authorize us to automatically charge you the then-current fees and taxes for each subsequent subscription period until the subscription is cancelled. If you have received a discount, your subscription will automatically renew at the full subscription price at the end of the discount period. This means that unless you cancel a subscription, it will automatically renew and we will charge your payment method.
- 4.3. Upon renewal, we may increase your subscription fees by up to 10% compared to your current pricing. If we apply a price increase, we will notify you at least thirty (30) days in advance of your renewal date. If you do not agree with the updated fees, you may opt out by providing written notice within thirty (30) days of receiving our notification. If you do not opt out, your continued use of the Services after renewal shall constitute acceptance of the new pricing. This pricing adjustment limit does not apply to changes in applicable taxes, regulatory fees, or newly introduced services.
- 4.4. You must provide accurate and up-to-date payment information. By providing your payment information, you authorize us to store it until you request it to be deleted. All invoices are immediately due. If we suspect fraud, your payment fails, or Paid Services are otherwise not paid for or not paid for on time or charged back, we may immediately cancel or revoke your access to the Paid Services without prior notice. You authorize us to charge any updated payment information provided by your bank or payment service provider (e.g. new expiry date) or any other payment method provided to us if we are unable to charge your primary payment method.
- 4.5. The following applies to all types of use of our Service (paid and not paid): charges for mobile telephony and Internet access, as well as any additional charges incurred by you as a result of accessing our Services via the Internet, are not our responsibility.

5. Term and termination

- 5.1. This contract of use is concluded for an indefinite period, unless otherwise stipulated in a specific agreement.
- 5.2. Unless a specific subscription model states otherwise, you may terminate the use agreement at any time without giving reasons. For Paid Services, termination is only effective at the end of the current billing cycle and must be requested in accordance with Section 4 (Paid Services, Terms of Payment). Both parties may terminate this agreement with a notice period of thirty (30) days for free services.
- 5.3. In case of a Paid Service, the termination takes place at the end of the next billing period. You may terminate a Paid Service ninety (90) days before the scheduled end date of the service.
- 5.4. The right to termination without notice for good cause shall remain unaffected. The termination must in any case be made in text form.
- 5.5. We reserve the right to discontinue the operation of individual or all of our Services at any time without giving reasons. We will give timely notice of a discontinuation of our Services in accordance with Section 16. Additionally, the Service might not be available due to reasons outside our reasonable control, such as “force majeure” (eg. labor actions, infrastructural breakdowns or blackouts etc).
- 5.6. We are entitled to extraordinary termination of this use agreement for good cause, in particular if
 - a) You do not use your free account for a period of at least twelve (12) months;
 - b) You culpably commit a serious breach of your obligations under these ToU;
 - c) You communicate content via our Services that constitutes a criminal offense;
 - d) You perform actions through which we are liable to third parties;
 - e) We are obliged to block your account due to a legal obligation or official order.
- 5.7. Before we issue an extraordinary termination notice, as a rule a warning notice has been issued in which we draw your attention to your misconduct and indicate the threat of termination. In case of serious violations immediate termination without prior warning notice is permissible. A serious violation is a violation where we cannot reasonably be expected to adhere to the contract until the expiry of a notice period.
- 5.8. The contract of use must be terminated in text form.

- 5.9. Notwithstanding any other legal or contractual rights, we may temporarily or permanently restrict individual functions of the Services for you in the event that you culpably violate legal regulations, third party rights or our ToU on a permanent, multiple or significant basis.

6. License and restrictions of use

- 6.1. For the term of the agreement, we grant you a limited, non-transferable, and non-sublicensable right, revocable at any time, to use the Services within the scope of these ToU and only for the intended purposes of the Services in each case. The granting of rights to Paid Services is subject to the full and timely payment of the respective fee due.
- 6.2. A transfer of the rights to third parties is not permitted.
- 6.3. The Services may only be used for their intended purpose.
- 6.4. The following uses of our Services are prohibited:
- a) Access to the Services by any means other than via the Website or the Apps provided for this purpose is prohibited. You must, in particular, not access, or attempt to access, the Services through any automated means (including, without limitation, through the use of scripts, bots, unauthorized third-party apps, spiders or web crawlers).
 - b) The Services may not be used to violate applicable law.
- 6.5. You are further prohibited from
- c) remove our proprietary and/or copyright notices from any Services or copies of software; or
 - d) modify (unless explicitly permitted), create derivative works of, translate, reverse engineer, decompile, disassemble, or hack the Apps, our Services or software, or allow any other person to do so; or
 - e) sell, transfer, rent, lease, act as a service bureau for, or grant rights in the Apps, Services or software to others, including by sublicense, without our prior express consent; or
 - f) make false, misleading or deceptive statements about us, our Apps, the Website or Services; or
 - g) initiate, support or participate in attacks, including, without limitation, attacks that cause service disruptions, on the Apps, the Website and Services or on the servers, systems or networks connected to our Services; or

- h) attempt to disrupt or interfere with our Services other than as listed in (j); or
- i) charge another person for our Services, unless you are expressly authorized to do so by an express agreement with us; or
- j) use our Services to
 - (1) develop, generate, transmit or store information that infringes, misappropriates or violates our rights or the rights of any other natural or legal person; or
 - (2) distribute unlawful, illegal, defamatory, infringing, offensive, hateful, racist or ethically objectionable content or content that encourages conduct that would constitute a criminal offense; or
 - (3) make unsolicited commercial communications that are prohibited by applicable law; or
- k) engage in activities that
 - (1) harass or invade the privacy of others; or
 - (2) threaten other persons or groups of persons; or
 - (3) are harmful to children in any way; or
 - (4) constitute phishing or pharming; or
 - (5) impersonate another person; or
 - (6) violate applicable law; or
 - (7) illegally obtain information from our Services, including, but not limited to, email addresses or telephone numbers of other users or other software data; or
 - (8) intercept, review or otherwise monitor communications, conversations or chats between account holders without their prior consent; or
 - (9) use types of software designed to fraudulently and unauthorizedly access, tamper with, delete or interfere with the Apps, Website or Services.

7. Apps use requirements, updates and artificial intelligence

7.1. To use the Apps, you will be required to install the Mobile App on one or more mobile devices that you own or control and/or install the Desktop App on one or more computers that you own or control and that meet the provided minimum specifications. The Web App can be used in all supported browsers, no installation is required.

7.2. We may improve and/or change the Apps and our Services at any time and without notice, provided that such improvements and/or changes are reasonable to you. Furthermore, we may add features or functions to the Apps at any time at our own discretion. However, you are only entitled to the provision of subsequent versions of the Apps if we have agreed this with you. In the event that your interests are significantly impaired by these improvements and/or changes,

you have a special right to terminate the agreement with us within ninety (90) days of receipt of our information in accordance with the statutory provisions.

- 7.3. You may only use the Apps in connection with the Service provided through the Apps in accordance with these ToU. The requirements contained herein, and this Agreement may change in accordance with Section 16 of these ToU as the Apps and/or Services evolve.
- 7.4. If you wish to utilize and connect your Independent App to our servers, the following additional restrictions apply to any such independent App:
- a) You must not change the way the Independent App connects and interacts with our servers;
 - b) You must not restrict any of the security features of the Independent App;
 - c) You must not use our servers to store data for purposes other than the intended and original functionality of our source code underlying your Independent App;
 - d) Independent Apps must not harm the Apps, our Services or Wire users.
- 7.5. We may offer features that incorporate artificial intelligence (“**AI**”), like bots. To the extent permitted by law, you own or have the rights to any content your input into AI features (“**Input**”) and any content generated by the AI features (“**Output**”). Input and Output are collectively “**Content**”. You are responsible for your Input, the use of any Output and compliance with any applicable laws. You retain your ownership rights in Input and own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output to the extent permitted by law. Our assignment does not extend to other users’ output which may be similar due to the nature of AI. We can use the Content worldwide to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies and keep our Services safe. If you do not want us to use the Content to train our models, you have the option to opt out in your account settings. AI may occasionally generate Output that is inaccurate, irrelevant, offensive, harmful or similar to other people's content. It is your duty to use AI tools wisely and critically.

8. Links

Unless expressly agreed otherwise between you and us, you must comply with the following requirements when linking to our Website:

- a) the appearance, position and other implementation of the link must not have the potential to damage the goodwill associated with our names and brands,
- b) the appearance, location and other characteristics of the link must not create the false appearance that your organization or company is sponsored by, affiliated or associated with us; and

- c) the link must display the website on the whole screen after clicking on it and not within a "frame" on the linking Website.

9. Intellectual Property

- 9.1. Wire and its associated logos are protected trademarks used under license by Wire Germany GmbH and its affiliates. We reserve all rights with respect to our intellectual property, logos and trademarks. You are only entitled to use our trademarks and logos if and to the extent that we have expressly granted you this in text form. Unauthorized use of the same on you may constitute an infringement and may result in severe civil or criminal sanctions.
- 9.2. We own all rights, title, and interest in and to the Apps, the Website and the Services (but not any in and to the Independent App), including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time. The Apps, the Website, and the Services are protected by U.S. and international copyright laws.
- 9.3. The Apps and Services may be integrated into technologies, software and services or integrate technologies, software and services that are owned or controlled by third parties. The use of this software and services from third-party providers is subject to the terms of the license agreements applicable to third-party providers. You must assert any legal claims resulting from these license agreements exclusively against the respective third-party provider and not against us.

10. Submitted Content

- 10.1. We do not review, own or endorse the content of communications transmitted between users in messages. We have no control over and no responsibility for the communications or materials transmitted by any user through the Apps, the Website and/or the Services. It is the sole responsibility of the party from whom it originated and it may be protected by intellectual property rights, which are owned by third parties. We are not responsible for any communications or materials that you may access through your use of the Services, unless it originates from us.
- 10.2. If, however, we become aware of or are notified of content that violates our ToU, the law or our guidelines, we may block or delete the content and, without prejudice to our right of termination for good cause, refuse or discontinue the provision of our Service to you in whole or in part. In this case, we will notify you in advance of the reason and the nature and extent of such intended restrictions and give you the opportunity to comment. We will then inform you whether or not we will comply with the intended restrictions. Please note: This does not apply if and to the extent that we are prohibited by law from notifying you of the reason, the possibility of requesting a review, and, if applicable, the nature and duration of the restriction. This also does not apply if and to the extent that notification would be unreasonable, taking into account the interests of the parties involved.

10.3. You are responsible for the content that you communicate through the Services. You are obligated to check data that you communicate, disseminate or upload via our Services (collectively: "**transmit**") for viruses or other harmful components before transmitting them and to use state of the art measures (e.g., virus protection programs) for this purpose.

10.4. You are prohibited from transmitting through our Services any communications or materials that

- a) is copyrighted, protected by trade secrets, or otherwise subject to third party rights, including privacy and publicity rights, unless you are the owner of those rights or have permission from their rightful owner;
- b) involves an untruth or misrepresentation or misleading statement;
- c) is unlawful or illegal, defamatory, harmful, abusive, hateful, racially or ethnically offensive, or promotes conduct that would constitute a criminal offense;
- d) promotes or solicits any business activity that is not covered by these ToU or any other agreement with us; or
- e) is likely to create the impression that you are a person that you are not, or that you are a company, organization, institution, or other association that you do not have the authority to act for; or
- f) otherwise violates the personal rights of any person.

You are liable for the unlawful transmission of content in accordance with the relevant civil and criminal law provisions.

10.5. If you create a team, open a group or a channel or are its administrator, you may have special duties. Insofar as legal moderation duties exist or come into force in the respective country, these are to be assumed by the administrators of the team, group or channel. They act in their own capacity or, depending on the instructions, on behalf of the respective employer as their own operator and manager of the respective team, group or channel.

10.6. We do not claim ownership of any communications or materials submitted by you through the Apps, the Website and/or the Services, specifically through any feature on the Website, the Apps and/or the Services that allows you to post, upload, edit and/or share content ("**Submitted Content**"). To provide and operate our Services, you grant us a worldwide, royalty-free, sublicensable, transferable and non-exclusive license to use and transmit the Submitted Content. This is for the sole purpose of providing and operating the Services.

11. Warranty

11.1. We ensure that the Services have been developed with the usual care and are free from defects that significantly impair or preclude their suitability for ordinary or contractual use.

11.2. According to the current state of technology, it is not possible to create software and hardware in such a way that it works error-free in all application combinations, works together with previously unknown third-party software and hardware and/or is protected against manipulation

of any kind by third parties. We only guarantee that our Services are suitable for the intended use.

11.3. We do not assume any guarantee or warranty for the Services beyond the basic functionality of the Services.

11.4. We do not guarantee the achievement of the business purposes pursued by you and are not liable for the consequences of your business decisions.

11.5. The operation and availability of our Services, as well as the public telephone network, computer networks and the Internet, may depend on numerous factors beyond our control, despite redundancies in the system. The use of our Services may be temporarily adversely affected or even impossible as a result of such disruptions. We are not responsible for disruptions outside our sphere of responsibility.

12. Limitation of liability

12.1. We shall be liable without limitation for damages in the event of intent or gross negligence.

12.2. In cases of slight negligence, our liability shall be limited to breaches of material contractual obligations. In such cases, our liability shall be capped at an amount equal to the fees paid by you in the last three (3) months prior to the event giving rise to the claim.

12.3. In case of slight negligence, our liability is limited to the breach of material contractual obligations. Material contractual obligations are those obligations that make the proper performance of the agreement possible in the first place and on the fulfillment of which you may rely. In the event of a breach of material contractual obligations, our liability shall be limited to the foreseeable damage typical for the agreement.

12.4. Beyond this, we exclude any liability. This shall not apply only in the event of injury to life, body and health, fraudulent concealment of a defect or in the event of the assumption of a guarantee on our part or in the event of liability on our part in accordance with product liability law; in these cases, we shall be liable without limitation.

12.5. The exclusion of liability or its limitation shall also apply with regard to the liability of our employees, workers, staff, representatives, and vicarious agents.

12.6. For the purpose of a quick settlement, it is your responsibility to notify us immediately in text form of any damage or loss for which we are liable.

13. Exemption

You agree to indemnify, defend and hold us and our officers, employees and other agents harmless from and against any and all claims, demands, damages or other losses, including, but not limited to, reasonable attorneys' fees, arising out of any negligent breach of duty by you in your use of the Apps, the Website and/or the Services.

14. Governing Law, Jurisdiction

14.1. If you use the Services outside the United States, these ToU shall be exclusively governed by and interpreted under the laws of England and Wales, without reference to conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. The exclusive place of jurisdiction for all disputes arising from or relating to these ToU shall be London, United Kingdom, except as otherwise explicitly provided in Section 15 below.

14.2. If you use the Services in the United States, these Terms of Use shall be exclusively governed by the internal laws of the State of Delaware and applicable federal laws of the United States of America, excluding conflict-of-law principles and explicitly excluding the United Nations Convention on Contracts for the International Sale of Goods.

15. Dispute resolution; arbitration proceedings

If you use the Services outside the United States, *Section 15.1* applies to you. If you use the Services in the United States, *Sections 15.2 through 15.7* apply to you.

15.1. if you use the Services outside the United States, you agree that if a dispute or claim arises out of or relates to your use of the Services, such dispute or claim shall first be resolved through good-faith negotiations. If the dispute cannot be resolved amicably within thirty (30) days of the initial notice, each party shall be free to pursue appropriate legal remedies before the competent courts as specified in Section 14.1.

For Users within the United States of America:

15.2. Except for disputes that qualify for resolution in small claims court, any dispute, controversy, or claim arising out of or relating to these Terms of Use or your use of the Services within the United States shall be finally and exclusively resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect.

- The arbitration proceedings shall take place in Delaware, United States, unless the parties mutually agree to conduct arbitration via remote means (telephone, video conference, or online).
- Arbitration shall be conducted in the English language by a single arbitrator appointed in accordance with AAA rules, who shall be experienced in handling commercial disputes related to technology and software services.
- The decision of the arbitrator shall be final and binding upon both parties. Judgment upon the arbitration award may be entered in any court having competent jurisdiction.

- Each party shall initially bear its own costs and fees for the arbitration. However, the arbitrator may allocate arbitration fees and award attorneys' fees and other costs to the prevailing party, consistent with AAA rules.

15.3. Notwithstanding Section 15.2, each party retains the right to:

- Bring an individual action in small claims court;
- Seek injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights or to prevent irreparable harm.

The exclusive jurisdiction and venue for such court actions shall be the state and federal courts located in Delaware, United States. You hereby irrevocably consent and submit to the personal jurisdiction of such courts for the purposes of any such actions and waive any objections based on improper venue or forum non conveniens.

15.4. You agree that any arbitration or court proceedings under these ToU will take place on an individual basis only. You expressly waive any right to participate in or initiate any class, collective, or representative action against us.

15.5. If any part of this arbitration agreement (Section 15) is found unenforceable or invalid by a court or arbitrator, the remainder shall remain fully enforceable. If the waiver of class action proceedings (Section 15.4) is found to be invalid or unenforceable, the arbitration agreement shall be considered null and void solely with respect to class action claims, and such class actions shall be brought exclusively before the competent courts as outlined in Section 15.3.

16. Terms of use updates

16.1. We may update and amend this ToU at any time by posting a revised version at <https://wire.com/en/legal> ("**Updated ToU**"). We will notify you of any intended changes to these ToU at least one month, before they take effect by email or in-app notification. The revised version will become effective at the time stated.

16.2. If the modification to the ToU (a) are exclusively for your benefit, (b) are of a purely administrative nature with no negative impact on you as the end user or (c) are directly prescribed by law neither an Objection in accordance with Section 16.1 nor a termination in accordance with Section 16.4 is possible.

16.3. Paid Service

16.3.1. If you subscribe for Paid Services and do not agree with the modification to the ToU, you must notify us in writing within thirty (30) days of the date on which we informed you

about the intended modification ("**Objection**"). In the event of an Objection, you will continue to be governed by the terms of use prior to modification.

16.3.2. The Updated ToU apply from the respective next renewal if you do not use your ordinary right of termination in accordance with Section 5.3 or continue to use our Service.

16.4. Free Service

16.5. If you are using our free Services only, in the event of a modification to the ToU by us, you are entitled to terminate the ToU without observing a notice period and without incurring any costs. You may terminate your agreement within ninety (90) days of the date on which we informed you of the modification. Our agreement with you can be terminated by this termination at the earliest on the date on which the change to the agreement is to take effect.

16.6. You may give notice of termination within ninety (90) days of the date on which we notified you of the unilateral amendment. Our contract with you can be terminated by this notice at the earliest on the date on which the contract amendment is to take effect.

17. Utilizing your computer or other devices

In an effort to enhance the performance of the Service, the Service may access usage information on your computer or other applicable device, such as usage data and/or data transmission including crash reports sent to third parties. Such information is anonymized. You can grant permission for the Service to monitor such anonymized information and to communicate information, including, without limitation, your account information, to the Company's servers for the purposes of analyzing your device's performance during use of the Service. You can revoke this permission at any time. Additionally, the Service will utilize the processor, bandwidth and hard drive (or other memory or storage hardware) and/or cache of your computer or other applicable device for the limited purpose of facilitating the communication between, and the transmittal of data, content, services or features to, you and other users, and to facilitate the operation of the network of computers running instances of the Service. All computer and/or device information will be anonymized and will not be personally identifiable with you. You can opt out of providing this information at any time by changing your settings / preferences within the App.

18. Final provisions

18.1. You represent that no joint venture, partnership, employment or agency relationship exists between you or your organization and us as a result of this ToU or your use of the Apps, the Website and/or the Services.

- 18.2. We may assign our rights under these ToU to a natural person or legal entity without your consent. The rights granted to you under these ToU may not be assigned without our prior consent in text form. This does not apply, however, to claims on your part which are directed towards the payment of money or to such claims where an interest of yours worthy of protection outweighs our interest in assignability.
- 18.3. Should individual provisions of the ToU be invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- 18.4. Our failure or inability to enforce any provision of this ToU shall not be construed as a waiver of that provision now or in the future, nor shall it in any way affect our right to enforce that provision at a later date. An express waiver by us of any term, condition or requirement of this ToU shall not be construed as a waiver of your obligation to enforce such term, condition or requirement at any time thereafter.
- 18.5. All notices given by you or required under these ToU must be in writing and addressed to: Wire Germany GmbH, Rosenthaler Str. 41, 10178 Berlin, Germany.
- 18.6. You must comply with all applicable laws and regulations of the European Union, the Federal Republic of Germany, Switzerland, the United Kingdom, and the United States relating to import and export ("Import and Export Controls"). You may not import, export, transmit, or transfer any part of the Apps, the Website, and/or the Services, or any direct product thereof, to any destination, person, or entity restricted or prohibited by the Import and Export Controls.
- 18.7. If you are entering into this ToU on behalf of an agency or instrumentality of the U.S. Government, the software is "commercial computer software" and "commercial computer software documentation. Pursuant to FAR 12.212 and DFARS 227.7202, and their successors, the use, duplication, and disclosure of the Software is governed by the terms of this ToU.
- 18.8. These ToU, including the documents referenced in these ToU, constitute the entire agreement between you and us with respect to the Apps, the Website and/or the Services and supersedes any and all prior agreements between you and the Company relating to the Apps, the Website and/or the Services.

Questions? Please contact us

If you have any questions about our terms of use, please send an e-mail to legal@wire.com.