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LEGAL

Terms & Conditions

Clevver GmbH · Last updated: 2025

One more thing:
Processing your data

We use various techniques on our website to provide you with an optimal experience. This includes data processing that is technically necessary for the provision of the website and its functionalities, as well as other techniques that are used for convenient website settings, for the creation of anonymous statistics or for the display of personalized (advertising) content by us and third parties. If you do not agree, you can click here and only allow the use of necessary cookies. You can voluntarily decide at any time under "Detailed selection" which uses you wish to allow. For more information, including your right to revoke at any time, please see our privacy policy.

Details Reject Agree

155, 10117 Berlin, Commercial Register No: HRB157159B, District Court Charlottenburg) apply to all our business ties and contracts, that the Customer concludes with Clevver for the services represented on this website. By using the Website and creating a Clevver account, the user agrees to be bound by these Terms, as well as our Privacy & Data Protection Policy. Users are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them. This also includes the granting of powers of attorney and the partial exemption from the postal privacy (§ 9).

If the Customer operates the Clevver account with USD as main currency, the invoices will be issued from the US company Clevver Inc., a 100% subsidiary of Clevver GmbH.

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If the Customer operates the Clevver account with GBP as main currency, the invoices [illegible] from Clevver Ltd. (legal address / postal address: 15 Hanover Square, London, W1S 1HS, England, company number: 16040131).

At the end of this text, we will inform private Customers (Consumers) about the right of revocation to which they are entitled according to the statutory provisions. Business Customers (Entrepreneur) are not granted a voluntary right of revocation.

Clevver offers several virtual office services. Clevver services and offers are made exclusively on the basis of these General Terms and Conditions. The General Terms and Conditions therefore apply to all future business relationships with the Customer, even if they are not expressly agreed again, as well as for the Clevver services offered free of

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availability of the Clevver offer. Consistent accessibility and availability cannot be guaranteed by Clevver. Clevver reserves the right to extend, adapt, or reduce its functions as long as it is used as a technical improvement, necessary to reduce abuse, or required by Clevver for legal reasons.

For predictable failures due to maintenance work, the Customer will be notified in advance and within a reasonable time (usually 24 hours). Corresponding claims cannot be asserted in this regard.

No Legal Advice

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Clevver is not a law firm and neither Clevver nor any of its employees provide legal or [illegible] services or advice and should not be relied upon as such. If legal or other professional assistance is needed, Clevver recommends that the Customers use the service of one of our Corporation Partner which can provide the Customers a professional legal service.

The information provided by Clevver along with the content on our website related to legal matters ("Legal Information") is provided for the Customers private use and does not constitute legal advice from qualified lawyers. The documents available on the website are templates reasonably fit for use by the Customers as a starting point for the preparation of legal documents. They are only intended to be used as templates, to be [illegible]

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Clevver Central System, Clevver Telephone System Software, Clevver Customer Software and Clevver APIs and Interfaces, the products and services to which you access, including Clevver technology and content.

"Clevver Officers" means any person, firm or company nominated by Clevver or his Partner, who may from time to time be appointed as director, alternate director, secretary, assistant secretary, manager, partner, accountant, VAT or tax agent, trustee, protector, bank account signatory, other officer, administrator, registered agent, provider of a registered office or address for legal service or registered shareholder of the Entity (as hereinafter defined) and the employees thereof and any company under their direct

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or indirect control or any director or employee thereof (which expression shall include

"Entity" means a company, trust, partnership or other legal entity or structure established and / or administered by Clevver at the request of the Customers (as hereinafter defined).

"Customers' Appointees" means any person who is not an Clevver Officer and who may from time to time be nominated or appointed to act as Managing Agent (as hereinafter defined), director, alternate director, secretary, assistant secretary, manager, partner, trustee, protector, beneficiary, bank account signatory, other officer, grantee of a power of attorney, administrator, registered agent, provider of a registered office or address for

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The Customer is responsible for ensuring that the data is complete and truthful. After completing the registration process, the Customer will receive a confirmation of the registration by email. The Customer now have access to the booking overview of all Clevver products. The Customer is obliged to treat this password as well as any other access data confidentially and to protect it from access by unauthorized third parties. Clevver reserves the right to refuse registrations without giving reason.

The Customer may use the Service for the Customer own and / or business purposes only and may not:

(i) send spam or other duplicate or unsolicited messages that violate applicable law;

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(ii) to send or store infringing, obscene, threatening, defamatory, or otherwise unlawful or tortious material, including material that harms children or violates the privacy rights of others;

(iii) sending or storing material containing software viruses, worms, Trojan horses or other malicious computer code, files, scripts, agents or programs;

(iv) affect or disrupt the integrity or performance of the Service or the data contained therein; or

(v) attempt to gain unauthorized access to the Service or its related systems or networks.

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offerendum). By clicking on the button "confirm with obligation to pay" or "Order Now" the Customer make a binding purchase offer (§ 145 BGB). Upon receipt of the purchase offer by Clevver, the Customer will receive an automatically generated email confirming that Clevver received the order (acknowledgment). This acknowledgment of receipt represents the acceptance of the Customer purchase offer. A contract is concluded by the acknowledgment of receipt. By submitting the offer, the Customer assures that he is of legal age and - if the Customer wishes to conclude the contract in the name of a company - that the Customer is entitled to conclude this contract.

The Customer is obliged to state truthfully whether the Customer is a private or business Customer. Clevver may verify this information. At Clevver's request the Customer is

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As part of the ongoing service of a Clevver product, the Customer is responsible for the permanent validity of the Customer personal information (such as current address) and account information. The Customer will inform Clevver about this immediately. Disadvantages resulting from a lack of updating of this data are at the Customer expense.

It is the Customer sole responsibility whether the individually account the Customer created comes to the attention of third parties, e.g., in the case of a lack of password protection. In the event of suspicion that the Customer access data are being used by

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period is one (1) month prior to the renewal date, for contracts with a term of 6, 12 or 24 months, the notice period is three (3) months prior to the renewal date. The relevant date is the date the termination notice is received by Clevver.

Special rules for consumers (B2C). For Customers who are consumers within the meaning of § 13 BGB, the following deviations apply pursuant to mandatory German consumer law: A fixed-term contract does not automatically renew for another fixed term. Instead, after expiry of the initially agreed contract term, the contract continues for an indefinite period and may be terminated by the consumer at any time with a notice period of one (1) month. The 14-day, 1-month and 3-month notice periods set out above

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only apply to terminations during the initially agreed fixed term. Statutory rights of [illegible]d termination remain unaffected.

Termination by Customers before the expiry of the contract period does not entitle to repayment of the advance payment. This shall be subject to any repayment claims arising from circumstances for which Clevver is responsible. The Customer acknowledges that the use of the Services must in this case cease no later than on this contract end date of the Entity. The continued use of the Services will entitle Clevver to invoice the Services provided and consider the cancellation notice to be withdrawn and void.

Each product and therefore, each contract shall be terminated separately, or the

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- insolvency proceedings or similar legal proceedings have been instituted over the assets of the Customer, or the opening has been requested or this application has been rejected for lack of assets;

- there are reasonable grounds for suspecting that the Customer intends to use the services of Clevver abusively.

It is the responsibility of the Customer to secure data upon termination of the contract before the end of the contract, as all data of the product will be deleted upon termination

Clevver shall be entitled by written notice to cease to provide the Services, if:

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- the Customer or the Customers' Appointees in the reasonable opinion of Clevver fail to [illegible] fullest extent these General Terms and Conditions;

- it comes to the attention of Clevver that the Entity is being used for activities which were not referred to in the application delivered by the Customer to Clevver or as subsequently advised and accepted in writing by Clevver;

- In the event of the death of Customers, including in the case of joint persons, the death of any one person, and the Customers fail or have failed to make adequate provision for the disposition of the affairs and the ownership of the account;

- in the event that any legal proceedings are commenced against the Entity, the

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For each mailbox, telephone number, Business and Registered Address and Company Incorporation Service the Customer must verify him/herself according to the respective country-specific requirements. For that, one or more personal ID documents or a document confirming the leadership of a company or address must be uploaded. Verification is done by completing the provided online form and uploading the relevant documents. We work with sumsub.com for verification, which also includes liveness checks. The process and confirmation of the verification can take up to 72 hours (working days only). Our verification team will confirm your successful verification or ask you more questions for clarification. You can find the current status of your review under Services / Verification.

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Without verification, Clevver may already receive and retain mail and parcels for the selected mailbox, however, scanning, forwarding and destruction of the mailings may not occur until the verification has been successfully completed.

Even without verification, the contract is effectively concluded and the fee for the selected product is payable.

Prices

For orders of a product on clevver.io, the prices indicated on the price list for the selected product apply at the time of your order. The prices quoted are exclusive of any taxes, duties or fees imposed by the tax authorities and the Customer is responsible for

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If the Customer has deposited a credit card as the default payment method, the open invoice amount will normally be deducted from the credit card on the 1st of each month. For unpaid open bills, the credit card can be charged at any time. Once a charge is rejected, access to the booked Clevver products will automatically be reduced by the system until the balance is cleared. The account is still accessible. The Customer must provide proof of identity or proof of possession of the credit card used to pay Clevver upon request from Clevver.

Unless otherwise agreed in writing with the Customers, Clevver will not pay any interest on any monies held by Clevver on behalf of the Entity and / or the Customers and / or the Customer's' Appointees.

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If the Customer has selected Invoice as the default payment method, the access and [illegible]ked Clevver products will be blocked unless outstanding invoices are paid by the 10th of each month.

Invoices are generated electronically and can be accessed in the system at any time.

If the Customer has designated a dedicated invoicing email address in the account, all invoices, credit notes, order confirmations and payment-related notifications will exclusively be sent to that designated email address. The Customer is responsible for keeping the designated invoicing email address up to date and accessible. Invoices, credit notes and order confirmations are deemed delivered when sent to the designated invoicing email address; if no dedicated invoicing email address is designated, the

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The Customer acknowledges that, after several reminders, Clevver will have the right to remove the telephone numbers from the Customer Account at the latest after a grace period of one month from Clevver's first attempt to deduct charges from your Clevver Prepaid Account for the Services and your ownership rights to the numbers are forfeited and that Clevver is under no obligation to compensate the Customer for any resulting direct or indirect loss that this permanent removal of telephone numbers could cause, whether purchased by Clevver or by any other provider ported to Clevver.

Clevver may request proof of identity or proof of ownership of credit cards or payment forms for payment to Clevver, and upon receipt of such proof, Clevver may decide to

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unblock and re-activate the Customer Account if Clevver deems such proof to be [illegible] the Customer account is permanently suspended or the Customer unwilling to provide the requested proof, Clevver will reimburse the Customer for all payments the Customer has received, deducting any money already spent on the use of the Services.

The overdue invoices (outstanding invoices) bear interest at a rate of 1.0% per month on a pending amount or the maximum amount permitted by law, whichever is higher, plus all handling costs. During a suspension period (e.g., auto-deactivated), the monthly costs still incurred will continue to be charged. If the Customer or Clevver initiate termination of this Agreement, the Customer shall pay the fees due on the Customer

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indemnify Clevver against any claims.

Clevver solely owns all rights, including intellectual property rights, to the Clevver technology, content, and service. The Agreement does not grant ownership rights to the Customer. The names Clevver, Clevver logo, and associated product names are trademarks owned by Clevver or third parties, and no license is granted to use them.

Unless the Customer has an Enterprise account, they may not license, sell, distribute, or make the Service or Content available to third parties.

User licenses are for individual users, except for Enterprise Account holders. Licenses may be reassigned to new users when former users leave.

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Clevver is not obligated to indemnify the Customer, and the Customer shall indemnify Clevver against any claims arising from combining Clevver's services with their own products, services, hardware, or business processes under the Agreement.

Liability

Clevver is fully liable for intent and gross negligence as well as in accordance with the Product Liability Act. For slight negligence Clevver is liable for damages resulting from injury to life, body and health of persons.

In the event of slight negligence, Clevver shall only be liable in the event of a breach of an essential contractual obligation, whose fulfillment of which enables the proper

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a) the use of Clevver's services is safe, timely, uninterrupted, or error-free, or operate/function in combination with other hardware and software, systems or data,

b) the service meets your requirements or expectations

c) any stored data is correct and reliable

d) the quality of the products, services, information or other material purchased or obtained by you from the purchased Service meets your requirements or expectations

e) faults and defects are corrected or

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Clevver's Services may be subject to restrictions, delays and other problems arising [illegible] of the Internet and electronic communications. Clevver is not responsible/liable for delays, deliveries or damages resulting from such problems.

Data Privacy

Questions and answers about data protection are regulated in our privacy policy. These can be found at https://www.clevver.io/privacy-data-protection.html .

Every Customer can request an order-data-processing contract with Clevver. For such inquiries, please write to mail@clevver.io

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of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If the Customer withdraw from this Agreement, Clevver shall reimburse the Customer for any payments we have received from the Customer, including the basic fee, promptly and no later than fourteen days from the date on which Clevver receive notice of the Customer cancellation of this Agreement.

For this repayment, Clevver use the same payment method, that the Customer used in the original transaction, unless otherwise agreed; in no case will you be charged for this repayment fees.

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Change of the terms and conditions

Changes of new versions of these General Terms and Conditions shall in principle only be communicated to the Customer by electronic means no later than two weeks before the proposed date of their effective date. The Customer's consent count as granted, if he has not indicated his disapproval prior to the proposed effective date of the changes. Clevver will particularly point out this approval effect in their change notice. If the Customer objects to the change, Clevver has the right to terminate the business relationship with reasonable notice.

Choice of law, place of performance and place of jurisdiction

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Product Terms and Conditions

ClevverMail & ClevverAddress

Clevver offers worldwide legal addresses and associated postboxes where we digitize incoming mail for the customers. In the Clevver platform, the Customer has control over what should be done with the mail and can order scanning, forwarding and trashing.

Use and Scope of Service of ClevverMail Account:

To receive mail into the booked account, the Customer shall fill in the power of attorney for Clevver. If the Customer opens a PO Box at a US site, each natural person or

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association of individuals must complete a separate United States Postal Service Form [illegible]683") to receive mail and / or parcel mail in the mailbox.

For a P.O. box at Clevver locations in Switzerland, a sub-address must be registered with the Swiss Post Office, which is charged with an annual fee (1.1.-31.12) of**EUR 80**and is due every year on the 1 st of January. The annual fee of 80 EUR is not included in the monthly/annual basic fee. On top of the Swiss Post Registration Fee mentioned in the first sentence, **Clevver charges a fee of 19,95 Euro per calendar year for the registration with Post CH AG** . In case the customer account details, the First Name, Last Name or the Company Name, change within the current calendar year, Clevver needs to adjust the sub-address with the Post CH AG accordingly. For that adjustment a

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Post AG) handles the forwarding of the Customer addressed mail to Clevver.

Clevver accepts mail and parcel shipments for the Customer at the booked postbox address and informs the Customer about them, unless the Customer has changed the default setting for notification. Subsequently, the Customer has the option to scan only the envelope as well as the contents of the letter or to send the letter / post to the forwarding address.

When a "content scan" is ordered on a package, Clevver takes a picture of the content without removing it from the box. If the package is an Amazon / Ebay / etc. return package, the image will contain the return barcode. If an article contains several other articles, such as letters or individual packages, each article in a scan article order is

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added to the Customer account as a new article. The included articles will not be

If an item contains a PIN document (for example, a bank card, rear view of a credit card), the PIN document is registered as a new item in the postbox and can be assigned as a "content scan". This is only at the expressly written request of the Customer.

If an oversize item is received, it will be registered as an oversize item / box in the system. An article is considered as an "oversized package" if it exceeds the following dimensions: Length: 60 cm; Width: 40 cm; Height: 40 cm or 65 kg or if a dimension is greater than 100 cm. Such articles do not have a free storage period in any of the bookable mailbox types. On these postal items daily storage fees are charged according

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Clevver. This period is extended for 100-page mail or if necessary, information for a shipment (e.g., customs information) is not provided by the Customer.

The displayed processing times are not binding in any way. Binding processing periods must be agreed with Clevver in advance. The observance of processing periods depends on the timely and proper fulfillment of the contractual obligations of the Customer. Clevver may set a grace period if the specified deadline is not met, and the Customer can only withdraw from the contract after the grace period expires without result.

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Due to these processes, it can occasionally come to damage of individual documents of correspondence or to the non-registration of individual pages of a document within the digitization of correspondence. Should this be the case, Clevver shall be entitled to make changes required to the correspondence service to the individual correspondence documents concerned for the purpose of improving their identifiability ("correction process"). To clarify this, the customer affected by the correction process is not entitled to any price reduction or other claims for defects.

In addition, clarifying and beyond the correction process, there is no review of the letter and parcel traffic on its substantive plausibility and its legality.

Clevver is free to have the service performed in whole or in part by a third party (e.g.,

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If received mail and parcels are not destroyed or forwarded, they will be stored. The storage will be charged to the customer as shown in the price list.

Clevver may, at its sole discretion, suspend your account temporarily or permanently if it suspects that the account is being used for fraudulent activity or if Clevver suspects that a payment received may be fraudulent.

If authorities, postal operators, payment providers and banks or the sender of an item claim fraudulent or illegal activity in relation to a Customer's account, Clevver will ask the Customer to comment on the case. The Customer has two weeks to comment on the case. All account activity may be suspended by Clevver until the matter has been

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resolved. Clevver may in such cases ask the customer to confirm the account [illegible] with notarized documents or to provide legitimacy documents for the mailing or payments. Customer agrees that Clevver may use Customer's name, documents and statements, including the termination of the Agreement between the sender of a product and a Clevver customer.

If a sender of an item proves the termination of the contract with a Customer of Clevver, this item will be made available to the sender so that he can pick up the item or have it returned. The Customer will be informed and has two weeks to respond.

If Clevver receives reports / messages from prosecuting authorities suspecting that your

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been guaranteed from 24.12.-2.1.

The deletion of a mailbox automatically deletes all items in the mailboxes with all their digital remains.

Responsibility for illegal activities:

All mailings whose transport violates legal or official prohibitions are excluded from acceptance. Illegal activities are not authorized by Clevver and are strictly prohibited. If banned documents are delivered by letter and parcel post, sequestration may be carried out by the competent authorities. All legal fees expend by Clevver to enforce applicable law against a Customer or potential Customer will be charged to the Customer.

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Customer agrees not to use Clevver's services for unlawful, improper or fraudulent purposes or for any purpose prohibited by European Community law, German postal regulations and / or IATA regulations.

The Customer is strictly prohibited from receiving illegal, dangerous or potentially dangerous goods or objects capable of damaging persons or animals or objects or goods, whose receipt or storage is illegal in the mailbox. The Customer shall inform the affected third parties and assumes full responsibility for non-compliance with this article.

The following items cannot be forwarded, even if they are unwittingly accepted at a ClevverMail address, they must be picked up from this address by the Customer:

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- Shared fireworks;

- Packs of marijuana, including marijuana for medical purposes;

- Alcoholic drinks;

- Firearms and ammunition;

- Perishable or refrigerated food / goods;

- Hazardous materials;

- Dry ice;

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- Products with limited quantity;
- Living animals;

- Pharmaceutical, illegal drugs;

- Tobacco products

- Fake goods.

The Customer further agrees that any use of the services provided by Clevver shall be in accordance with the applicable European regulations, the regulations of the country of origin, the local regulations and the laws of the country of destination.

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Clevver will accept mail from the Customer under the respectively agreed addresses and, by providing the necessary equipment and informing the relevant service providers, will ensure that all shipments addressed to the provided address reach the Customer reliably.

For any mistake of third parties no liability is accepted. Before the service is started by Clevver, the Customer shall sign a power of attorney.

The Customer authorizes Clevver to commission, to the extent necessary, forwarding orders from one or more postal service providers (such as Deutsche Post AG). This includes follow-up orders. The postal acceptance covers any and all letter mail of all

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kinds, postcards, press products, parcels, consignments of goods and express

The ClevverMail postbox address may also be used by the Customer to receive all official mailings, e.g., Correspondence with authorities, courts and judicial authorities, as far as this is possible according to the country-specific regulations. The Customer acknowledges that some mailings require the physical presence of the Customer to be deliverable, and Clevver cannot accept the mail in these cases.

Clevver is not obliged to accept registered mail or orders, or to accept advance payments on behalf of or for the Customer, if this results in any obligation or expense for Clevver.

Every impression shall avoid in the legal and business transaction, that the activities

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as it is necessary to provide our services.

The acceptance of letter and parcel shipments by Clevver may trigger time limits for Customers. It is the responsibility of the Customer to check his postbox daily in order, among other things, to avoid unwanted storage costs.

The Customer authorize Clevver hereby to undertake all measures to receive all postal items addressed to the mailbox. The Customer is not entitled to refuse the receipt after the confirmation of the delivery by Clevver.

The Customer shall notify Clevver immediately and within one (1) week after receipt of the mailing of obviously faulty scanning services. If the Customer is an entrepreneur, a

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legal person under public law or a special fund under public law, the complaint must be ately upon receipt of the scan. If such a notice of defects is refrained, the scan (s) shall be deemed approved.

In the case of forwarding letters and parcels abroad, the Customer must ensure that these are cleared and taxed in accordance with the relevant legal provisions. The Customer shall provide Clevver with the following information for the declaration: description of the content, the value of the content, TARIC or H.S. The Customer must comply with the export and import regulations as well as the customs regulations of the country of departure, transit and destination as well as complete the necessary accompanying documents (customs declaration, export licenses, etc.) completely and

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Clevver will ship all mail with the standard insurance value of the respective shipping service. If the Customer wants to insure the item with a higher value, the Customer shall inform Clevver before the shipment. The Customer may not deposit or send in his/her mailbox any postal items with a value of more than € 100.

If you have instructed Clevver to destroy your correspondence, Clevver shall not be liable for any loss or damage resulting from an erroneous commission. Clevver shall also not be liable for any incurred damages of the Customer through the destruction of the affected and instructed correspondence, provided Clevver was entitled to destroy the correspondence according to contractual agreements with you or at its own discretion.

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AI features in the postbox (Google Gemini)

Clevver may offer AI-supported features within the postbox (such as automated content recognition, summarization, classification or translation of incoming mail). For these features, Clevver uses Google's Gemini API. Content of scanned mail items may be transmitted to Google for processing within the framework of an order processing agreement according to Art. 28 GDPR. Further details on the data processing are set out in our Privacy & Data Protection Policy.

The Customer acknowledges that AI-generated outputs (including, but not limited to, summaries, categorizations, translations and extracted data fields) may be inaccurate, incomplete, outdated or otherwise misleading. AI-generated content is provided for

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product "Registered Address".

With the product "Registered Address" the Customer acquires the authority to provide the address as the sole business address for all other business applications and requests for registrations (e.g., Commercial Register entry).

The Customer must independently ensure that the legal and actual requirements according to the country-specific guidelines / laws / regulations for the use of the address are met. Clevver assumes no liability.

The Customer is prohibited from using the "Business Address" or "Registered Address" beyond the end of the contractual relationship. In the event of unauthorized use of the

address for a period of six weeks after the end of the contract, Clevver may charge a [illegible]0 per month. Clevver also reserves the right to initiate further legal action.

The Customer will be charged beforehand of the service and an additional deposit can be requested. No service will be provided before the payment is received. The Customer shall pay all bank charges, exchange rates difference and currency adjustments.

To use the product "Registered Address" a deposit can be required. The amount of the deposit will normally be three (3) months of the monthly fee. The deposit will be returned to the Customer within three (3) months after the Expiration Date of the contract, if no infringement of these General Terms and Conditions of Clevver had taken

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ClevverNumber

Clevver offers international telephone numbers (local, national, mobile and toll-free, depending on country availability) which can be ordered, managed and forwarded through the Clevver platform and APIs.

Use and Scope of Service:

The Customer can order numbers in the available countries from the Clevver pricing page. Activation of a number is subject to the country-specific verification, address and documentation requirements imposed by the respective local regulators or carriers (e.g. proof of local presence, business registration, ID document). The Customer is

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responsible for providing the requested documents and for ensuring that the use of the [illegible] complies with all applicable local laws and regulations. Some countries require an additional setup or registration fee, which will be charged in addition to the monthly fee shown in the price list.

Forwarding of incoming calls and SMS to a destination of the Customer's choice (mobile, landline, SIP, voicemail or other supported endpoints) is subject to the per-minute or per-message rates set out in the price list. Charges for outbound forwarding are deducted from the Customer's prepaid balance or are invoiced post-paid, depending on the applicable account setup. The Customer is responsible for maintaining a sufficient prepaid balance; if the balance falls below zero or charges cannot be [illegible]

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Resale to third parties: Resale or sublease of Clevver-provided telephone numbers is only permitted within an active Enterprise Account and only under the conditions set out in the Enterprise Account section, in particular the obligation to maintain End-User Information.

Acceptable use: The Customer shall not use Clevver telephone numbers for unlawful, fraudulent, abusive or harassing purposes, for the unsolicited dissemination of marketing or political messages in violation of applicable law, for traffic pumping, fraudulent termination, premium-rate manipulation, or for any activity that may damage the reputation, security or stability of Clevver's or its carriers' networks. Violations

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entitle Clevver to immediately suspend or terminate the Service and to charge the [illegible] any resulting damages, fines or carrier penalties.

Service availability: Clevver provides the ClevverNumber service on a best-effort basis. Service quality, call completion rates, latency and feature availability depend in part on third-party carriers and on the public switched telephone network. Clevver does not guarantee uninterrupted service, emergency call routing (where not technically supported), or the availability of any specific feature.

Company Incorporation

As set out in these General Terms & Condition Clevver is not a law firm and neither

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receive Clevver Services.

- when the Entity to be founded is not a trust or a foundation, the Customer is the ultimate beneficial owners of the Entity.
- is not and will not act in a fiduciary capacity for any other person, firm or company in relation to the Entity.
- will comply with Clevver's General Terms and Conditions and Privacy & Data Protection.

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- procure that those appointed as customer's Managing Agent understand the legal obligations created by these General Terms and Conditions and shall, if so required by Clevver, procure that such persons enter into direct written agreements with Clevver agreeing to comply with these Terms and Conditions.
- has taken appropriate tax and legal advice with regard to the establishment, acquisition and operation of the Entity.
- agree that Clevver may (but shall not in any event be obliged to) rely on communications received from the customer or customer's Managing Agent in determining what steps Clevver is required to take in administering the Entity and providing the services.

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Officer for a period of at least 18 months.

The Customer must obtain Clevver's written consent before seeking to change the beneficial ownership of the Entity or seeking to appoint new Customer' Appointees. Any such applications must be accompanied by written details of such proposed changes or appointments as Clevver may require which shall, without prejudice to the generality of the foregoing, include an appropriately certified copy of the passport, proof of residential address and a detailed personal history of such persons and Clevver reserves the right to request further information and documentation concerning such proposed changes and to decline to accept such applications.

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The Customer shall and shall procure that the Customer' Appointees shall:

- immediately inform Clevver of any matters which might affect the Entity and / or influence Clevver's willingness or ability to provide, or continue to provide, the Services.

- immediately inform Clevver of the nature of the activities and business of the Entity and seek Clevver's prior written consent before making any material changes to those activities.

- obtain Clevver's prior written consent before placing any advertisement or making any public announcement relating to the Entity or any activities undertaken by it.

- at all times pay to Clevver any sum due to Clevver including any fees, disbursements

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and Clevver shall only consider such requests or instructions when signed by all the Customers or the Managing Agent or, with the prior written consent of Clevver, when they are made by email sent by the Managing Agent.

The Customer acknowledges that Clevver is bound by regulatory and other obligations under laws and regulations of the jurisdiction in which the Services are provided, the jurisdiction of incorporation or establishment of the Entity and / or the jurisdictions where the Entity undertakes business and agree that any action undertaken by Clevver or Clevver Officers in order to comply with those laws or regulations shall not constitute a breach by Clevver or Clevver Officers of their obligations hereunder.

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Clevver shall not be required to take any action which it considers to be unlawful or [illegible] which it believes may be detrimental to it, Clevver Officers, or the Entity.

Where permitted under these General Terms and Conditions or if instructions are requested by Clevver from the Customer or the Customers' Appointees and no instructions have been received by Clevver within 30 days of such a request being made, or where the urgency of the matter requires action within a shorter period, Clevver may immediately and with no liability to the Customer, the Customers' Appointees or the Entity take no further action in relation to a particular matter or take such other action as they shall in their absolute discretion consider appropriate or as they may be advised.

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- Clevver and its associated companies, their officers, agents and employees shall be entitled to retain any third-party commission or fee which is paid or may become payable to it notwithstanding that such commission or fee is payable as a direct or indirect result of Clevver providing the Services or otherwise in relation to the Entity.

- Should Clevver cease to provide Services or should the Customer advise Clevver that they no longer require the Entity, the Customers must pay to Clevver any fees or costs which may be incurred by Clevver in relation to the striking off, dissolution, liquidation or transfer of the Entity (including Clevver's minimum transfer or termination fee).

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- In the event that the Customer shall request Clevver to transfer the management or administration of the Entity or should Clevver request the Clients to transfer the management or administration of the Entity to another agent or Corporate Service Provider, Clevver shall not be obliged to transfer the Entity until all outstanding fees (including government fees, duties, taxes and other third party disbursements together with Clevver's transfer or termination fees) have been paid in full.

- Where the Customer make part payment to Clevver of any fee note or invoice rendered by Clevver, Clevver reserves the right to apply any monies received in firstly discharging its professional fees and only thereafter in payment of any government fees, duties charges or taxes or other payments to third parties.

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- immediately provide Clevver without delay all contractual, financial or other information concerning any asset, transaction, trading activity or business of the Entity.
- not without Clevver's prior written consent seek to alienate, assign, sell, pledge or otherwise dispose of, charge or encumber any asset of the Entity, including any shares issued by the Entity. Clevver reserves the right to request further information concerning such proposals and to decline to accept such applications.
- immediately advise Clevver in writing, of all legal proceedings, claims, demands made or threatened against the Entity or the Clevver Officers.

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Where the Customers or the Customers' Appointees are grantees of a power of attorney [illegible] Entity they must:

- act with the utmost good faith to the Entity, Clevver and the Officers.
- keep and maintain and on demand deliver to Clevver accurate financial and business records.
- immediately disclose to Clevver, in writing, information relating to the operation of the business of the Entity which might create a conflict of interest between them and the Entity and / or with Clevver or the Clevver Officers.
- immediately inform Clevver, in writing, each time a power of attorney is exercised and provide written details of any acts undertaken.

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appointing the Customer as a director, officer, manager, trustee or protector of the Entity; or take such other action as they shall in their absolute discretion consider appropriate or as it may be advised.

Nominee Director and other Clevver Officer Services – Prepayment, no refund on customer-side disqualification. Where Clevver provides nominee director, nominee shareholder, registered agent, secretary or any other Clevver Officer service for an Entity, the corresponding annual or service fees are charged in advance and are non-refundable. The Customer acknowledges that the appointment of any Clevver Officer is subject to the Customer's continued compliance with all legal, tax and regulatory obligations of the Entity, including but not limited to the timely filing and payment of VAT,

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OSS, corporate income tax, payroll taxes, annual returns, accounting, AML/KYC [illegible] and any other obligations imposed under applicable law or by competent authorities. If the Customer (or the Entity) fails – in the reasonable opinion of Clevver or the relevant Clevver Officer – to comply with such obligations to a sufficient extent (e.g. by failing to pay VAT or other taxes in time, by failing to provide required accounting data, by triggering investigations or fines, or by exposing the Clevver Officer to personal, regulatory or reputational risk), Clevver and/or the Clevver Officer is entitled to resign with immediate effect from the relevant office and to cease provision of the related services. In such cases, the Customer shall have no claim to a refund (whether full or partial) of any prepaid fees, and Clevver remains entitled to charge any costs, expenses and Clevver fees incurred in connection with the resignation, replacement,

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incomplete, inaccurate, or delayed data provided by the Customer. Clevver expressly disclaims liability for errors arising from data that does not reflect the true financial status of the Entity if such data was not provided by the Customer in a timely manner.

Procedures and Timelines (Germany)

For services provided in Germany, Clevver utilizes the DATEV system. The Customer must adhere to the following data delivery timelines:

- **OSS (One-Stop Shop) filings:** The Customer is required to provide all data and documents required for the OSS filing within **10 days** after the end of the respective quarter.

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- **VAT filings:** The Customer is required to provide all data and documents required for [illegible] within **20 days** after the end of the respective VAT period (whether monthly, quarterly or otherwise as applicable for the Entity).

No liability for late or incomplete data delivery. Clevver assumes no liability for any wrong or missed bookings, late or rejected filings, fines, surcharges, interest, penalties or any other direct or indirect damages resulting from the Customer's failure to provide the data and documents within the timelines set out above. In particular, the Customer shall have no claim whatsoever against Clevver if the data required for OSS filings has not been delivered within 10 days after quarter-end or if the data required for a VAT filing has not been delivered within 20 days after the end of the VAT period. The Customer [illegible]

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Scope of Service – preparatory bookkeeping only. Clevver provides preparatory bookkeeping (vorbereitende Buchführung) on the basis of the data and documents supplied by the Customer. Within Germany, the German Tax Consultancy Act (Steuerberatungsgesetz – StBerG) reserves binding tax advice and certain tax-related acts (including the preparation and signing of annual financial statements, corporate income tax returns and trade tax returns) exclusively for certified tax consultants (Steuerberater). No statement, calculation, recommendation, document, AI-generated output or other deliverable provided by Clevver constitutes legal or binding tax advice. Where the Customer requires such advice, the Customer must obtain it from a qualified professional under a separate engagement.

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Year-end and annual filings via partner tax consultant. The annual closing (Jahresabschluss), the corporate income tax return, the trade tax return, the annual VAT return and any other acts reserved under the StBerG are performed by an independent certified tax consultant (Steuerberater) on the basis of a separate mandate concluded directly between the Customer and the tax consultant. Clevver is not a party to that mandate, does not provide such services itself and assumes no liability whatsoever for the work product of the tax consultant. Clevver may, with the Customer's consent, hand over the prepared accounting data to the tax consultant and receive opening balances back, but this exchange does not extend Clevver's scope of service.

Payroll services excluded. Payroll accounting (Lohn- und Gehaltsabrechnung,

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representation of the Customer vis-à-vis tax authorities, social-security agencies, customs or other authorities, and any communication with such authorities on behalf of the Customer beyond the routine electronic transmission of preliminary VAT/OSS returns (including, but not limited to, written correspondence, telephone clarifications, objections against tax assessments, deferral or instalment requests, audit response letters and replies to information requests) requires the conclusion of a separate written mandate agreement (Mandatsvertrag) between the Customer and Clevver. Until and unless such a separate mandate agreement has been signed, Clevver is neither obliged nor entitled to act on behalf of the Customer towards any authority. Activities performed

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under such a separate mandate agreement are invoiced on a time-and-materials basis at the rates set out below.

Transparency Register (Transparenzregister) – Customer's responsibility. The initial and continuous registration of beneficial owners (wirtschaftlich Berechtigte) in the Transparenzregister, as well as the obligation to keep that data up to date, lies with the Customer (or the Entity). Clevver is not obliged to monitor or update the Transparenzregister entries on behalf of the Customer. Upon separate written mandate and against an additional fee, Clevver or the partner tax consultant may support the Customer in fulfilling these duties.

Hourly rates and time billing. Where any service is invoiced on a time-and-materials

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and the Principles for the Proper Keeping and Retention of Books, Records and Documents in Electronic Form and for Data Access – GoBD). This includes, without limitation: the proper issuance and receipt of compliant invoices; the orderly, complete, correct, timely and traceable recording of business transactions; the retention of original records (including incoming invoices and contracts) for the statutory retention periods; the existence and maintenance of a written procedural documentation (Verfahrensdokumentation) for the Customer's own document workflow; and the protection of the records against modification or loss. Clevver does not act as the Customer's archive and is not obliged to retain originals on the Customer's behalf. The bookkeeping output produced by Clevver is based on the data and documents provided by the Customer; Clevver assumes no liability for breaches of the Customer's record-

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keeping duties or for any consequences thereof (including, without limitation, disallowed input VAT deductions, fines or back-tax assessments).

Document submission rules. To enable correct, timely and audit-proof bookkeeping, the Customer shall comply with the following document handover rules:

- Documents must be organized in monthly folders (e.g. "January 2025", "February 2025") and provided via the channel agreed with Clevver (cloud folder, email upload, etc.).
- Documents for a given month must be delivered no later than the 20th of the following month, without prejudice to the OSS (10 days after quarter-end) and VAT (20 days after the end of the VAT period) deadlines set out above for the respective

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is subject to the statutory eligibility thresholds, and may result in additional reconciliation effort which Clevver is entitled to invoice separately.

Default treatment – Dauerfristverlängerung. Unless the Customer expressly opts out in writing, Clevver applies for the permanent VAT filing extension (Dauerfristverlängerung) on the Customer's behalf. The Customer acknowledges that the application of the Dauerfristverlängerung typically requires the deposit of a special advance payment (Sondervorauszahlung) with the tax authorities, which is the Customer's obligation.

Legislative changes; no obligation to monitor. Tax, social-security, customs and other regulatory rules may change. Clevver is under no obligation to monitor, assess or notify

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the Customer of legislative or regulatory changes affecting the Customer's specific [illegible] advisory services regarding the impact of such changes are provided exclusively by the partner tax consultant under a separate mandate. Clevver assumes no liability for damages, fines, surcharges or other adverse consequences arising from legislative or regulatory changes that affect the Customer's filings or business operations.

Payment Prerequisite

The execution of filings is strictly conditional upon the Customer maintaining a valid, running subscription. Clevver is under no obligation to process bookings or perform filings if the Customer's subscription is inactive or if there are outstanding payments [illegible]

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USA

United Kingdom

Clevver is partnering up with other entities for the provision of certain services published on the platform. At present Clevver's partners are: - Swan https://www.swan.io/terms-of-use Payment Services Provider. All payment services are exclusively provided by Swan, a simplified joint-stock company (société par actions simplifiée) with a capital of €22,840.20, having its registered office at 95 avenue du président Wilson, 93108, Montreuil – RCS 853827103. Swan is an electronic money institution, approved under number 17328 by the Autorité de Contrôle Prudentiel et de

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Résolution (French Prudential Supervision and Resolution Authority or ACPR), with [illegible] at 4 place de Budapest, CS92459 - 75436 Paris, Cedex 09, France, and subject to the supervision of ACPR. You can check ACPR's list of authorised entities, here: https://www.regafi.fr/spip.php?rubrique3
Clevver, who does not have the status of Intermediary in Banking Transactions and Payment Services (IOBSP), sends Swan the contact details of the Customer who wishes to book the payment account. The Customer will then have a unique relationship with Swan who will open the Swan Account.

Clevver charges a non-refundable setup fee for the booking of the payment accounts. Clevver encourages the Customer to enlist legal help in determining in advance if the verification process would be approved from the verification team of the payment

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a notification may be sent to Clevver which may invalidate it on the basis of the

conditions of use communicated by Clevver to the Customer.

Issue of SEPA transfers: The transfer request of the End Customer can be made from Clevver's interface. The latter prepares the transfer and transmits it to Swan. The verification and then confirmation of the transfer is carried out by the Customer with Swan via the Swan Interface. When a transfer order is authorized by Swan, a notification may be sent to Clevver before the transaction is carried out. Clevver may then invalidate it on the basis of the conditions of use communicated by it to the Customer in its Terms

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SEPA direct debits: When a direct debit order is authorized by Swan, a notification may be sent to Clevver before the transaction is carried out. Clevver may then invalidate it on

the basis of the conditions of use communicated by it to the Customer. Upon receipt of the direct debit, Clevver is informed by Swan and may send a notification to the Customer.

Loading the Swan Account: When the End Customer wishes to load their Swan Account by payment card, Clevver may prepare the card payment order with Swan by indicating

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form of a payment schedule.

The conditions of execution of internal direct debit operations, including the possibility for the end client to be reimbursed, are described in the general terms of use of the Swan Account.

Capital Deposit Case, France:

Clevver offers together with Swan to option to open a bank account in France for a company in formation process. In this process, a bank account is opened for every shareholder of the company to make the initial capital deposit for the company formation process. Those capital deposit payments are then certified by a notary and a

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certificate is issued that allows for the company formation process to continue with the [illegible] of paid in capital. The shareholder accounts are temporarily attached to the company account that is opened with this process and later, after the process of capital certification has completed will be deleted.

After a completed capital certification process, the shareholder accounts can be deleted manually in the clevver.io platform or if not deleted after 30 days, will automatically be deleted.

No additional charges for account fees occur for those shareholder accounts. Charges for transactions in those shareholder accounts may apply if there are more transactions than the one required payment for the capital deposit.

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Clevver reserves the right to send a cancellation request for the payment account of the Customer if:

- The Customer failed to pay an outstanding balance in the Clevver account after 60 days.

- debt collection proceedings are opened into the Customer's company

Assistance in opening other bank accounts:

In case, that the customer books help with opening a bank account in a country where Clevver does not provide a payment account, the service ends with the opening of the account by the Bank and all relations thereafter are between the Client and the Bank.

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Refund rules for booked help to open a bank account - Any Customer can decide to cancel their booking in a three (3) calendar days following his/her booking of the help with opening of a bank account. The Customer will receive a full refund of the Service fee minus courier charges if the following three conditions are met: (i) the Bank with the assistance of Clevver is not able to arrange appointment for the Client and Bank AND (ii) Clevver or the Bank has received all the necessary documents duly completed by the Client, including a copy of the Client's valid identity document which has been authenticated according to the exact instructions of the Agreement conduct with regard to the exercise of due diligence and any document which Clevver has requested from the Client, such as but not limited to credit card statement, utility bills, work contract, Certificate of Incorporation or other evidence of the economic origin of the funds AND

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"Clevver Customer Portal" means Clevver's online application that allows the designated license administrator to, among other things, subscribe to various functions within the Service.

Use of the Enterprise (white label) account

The Clevver Enterprise Account allows the Account Owner to manage several separate users in a corporate account and to use the Clevver Services to resell or sublease them to its own customers and its own user base.

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If the Customer would like to book an Enterprise Account the Customer has to apply for [illegible]. Clevver's Sales Manager will get in contact with the Customer and provide the Customer with the necessary information as well as with an Agreement.

The term of the Agreement for an Enterprise Account shall be monthly commencing on the Effective Date and then shall automatically renewed every month, unless terminated by either party by written notice given to the other at least one (1) months prior to its termination date. If the Customer does not want to use the service anymore before the Expiry Date of the contract, the Customer will be released from the Contract and the associated obligations, if the Customer paid the full amount of fees for remaining contract time.

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does not perform such checks for the end customers of an Enterprise Account Holder, unless this has been expressly agreed in writing as a separate paid service. The Enterprise Account Holder shall implement appropriate processes and documentation to comply with all applicable AML, CTF, data-protection and other regulatory requirements and shall, upon request, evidence such compliance to Clevver. The Enterprise Account Holder indemnifies Clevver against any third-party claims, fines, sanctions or damages arising from a failure to properly verify its end customers.

The Enterprise Account Owner or any of its Admin Users may modify the Add-on Terms and Conditions as appropriate, but the Add-on Agreement may not conflict with or circumvent these General Terms and Conditions. All terms of the Addon Terms that

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conflict with any provision of these General Terms and Conditions are invalid. The [illegible]er is responsible for ensuring that all of its users agree to the Clevver's General Terms and Conditions and the Addon Terms and Conditions. Changes to the Addon Terms and Conditions are immediately valid in the system.

If the Customer resell or lease telephone numbers provided by Clevver to a third party, the Customer shall keep a current and up-to-date list of the end user's full name and physical address ("End User Information") for each telephone number provided, except: telephone numbers ordered via the Clevver API and for which the free test flag has been activated. If Clevver receives a request from the police or the authorities in any country, Clevver may, with respect to a telephone number provided by Clevver, have the right to

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numbers, forwarding of telephone numbers, etc. can be temporarily suspended. By lodging a new deposit, the account can be reactivated in a short time within 60 days. The account holder can activate an automatic calculation of his charge if the deposit falls below a certain limit.

A valid credit card is mandatory for the company account. The Account Holder must ensure that any open balance on the Account can be debited from this credit card at any time.

The Enterprise Account allows the Account Holder to issue invoices prepared from the Account to its users. Clevver assumes no responsibility for the accuracy of these bills.

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The Account Holder is fully responsible for all invoices issued to its Users.

The Enterprise account has the additional feature, including use your own locations for mailboxes that users can book. The Account Owner is solely responsible for managing these additional locations. Clevver provides administrator account access to the owner of the Enterprise account to manage incoming mail, scan, and forward mail for users who use those locations.

The owner of an Enterprise account can suggest its own locations that will be used throughout the Clevver system to attract additional potential customers. To use a site as a partner site for the Clevver system, a separate partnership agreement with Clevver is required.

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users. Clevver will answer questions about the Clevver software system and support the owner of the Enterprise Account, if it does not work. Clevver assists corporate customers with any questions during normal business hours (German time zone) and provides a per quarter, one-hour webinar with the Enterprise customer and their team upon request from the Enterprise Account Holder.

----end of terms and conditions

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