Terms and Conditions of Use for the TeamHome App of JAKO AG

Last updated: May 2026

1. Applicability

1.1 These General Terms and Conditions of Use (hereinafter: "**GTC**") apply to any contracts on the use of the App "TeamHome" as well as its browser-based version (hereinafter: "**App**") between JAKO AG (hereinafter: "**JAKO**") and the customer (hereinafter: "**Customer**").

1.2 These GTC apply exclusively to companies (Sec. 14 BGB, German Civil Code), public-law entities or special funds under public law.

1.3 The Customer's general terms and conditions contrary to or deviating from these GTC shall not apply, even if JAKO does not expressly object to them. The unconditional acceptance or execution of an order does not make them part of the contract.

1.4 Individual agreements made in individual cases between the Customer and JAKO prevail over these GTC.

2. Object of our Services

2.1 The App is designed as club management software for national and international clubs, club members and JAKO specialist retailers, and is intended, amongst other things, to facilitate the digitalisation of club structures and the management of club members.

2.2 Object of JAKO's services (hereinafter: "**Services**") is

a. the provision of the App for download via the Apple and Google app stores;
b. the provision of the App as browser-based version;
c. the provision of storage space for the purposes of hosting the App and the customer data stored therein on servers of the external service providers Google Ireland Limited, Supabase Pre Ltd and Amazon Web Services Inc based in Frankfurt a.M., Germany;
d. Support services, i.e. technical support.

2.3 JAKO is entitled to provide the Services in whole or in part by subcontractors. The use of subcontractors does not release JAKO from its obligation to fulfilment of the contract towards the Customer. JAKO ensures to work only with subcontractors who provide their services according to the state of the art and who are bound by equivalent rules of privacy and data protection as JAKO is towards the Customer.

3. Registration process; Conclusion of contract

3.1 The App is available for download from the Apple and Google app stores.

3.2 The browser-based version of the App can be accessed via www.teamhome.jako.com; the installation of software is not needed.

3.3 The use of the App is exclusively available to entrepreneurs. When registering, the Customer must provide the real name of a contact person at the Customer and a valid e-mail address of a natural person; pseudonyms are not permitted. The Customer is obliged to provide all personal data and information truthfully and completely during registration and to keep this information up to date throughout the entire term of the contract. JAKO reserves the right to request suitable proof of identity from the Customer at any time in order to verify the accuracy of the information provided.

3.4 In order to use the App, the Customer must register via a TeamID account after downloading the App. To do so, the Customer shall register in the App by clicking the "Register now" button and create a TeamID account with login details (email address and password).

3.5 The Customer shall create an account for each user, i.e. the natural person who is to be permitted to use the App (hereinafter: "**Registered User**"), specifying the Registered User's name and e-mail address. The contract governing the use of the App is concluded between JAKO and the organisation ("**Customer**"), i.e. the company for which the Registered User works or the club ("**Customer**") to which the Registered User belongs to. Upon successful registration, the Customer receives a confirmation of registration by email. The contract for the use of the App comes into effect upon the Customer's receipt of this confirmation.

3.6 Upon registration, the Customer initially receives a free trial version valid for 30 days. After logging in, the Customer can purchase the paid version of the App via the "Order paid version now" button in its customer account in the App.

3.7 Once the payment process has been completed, the Customer will receive a payment receipt from JAKO by e-mail.

3.8 In the paid version of the App, the Customer can create an account for each Registered User and generate one-time login details, which the Registered User can use to register for the App. During initial registration, the Registered User is asked to set a new password. Upon successful registration, the Registered User will receive an email from JAKO confirming its registration.

3.9 The Customer administers the Registered Users and is responsible for administering the roles and permissions assigned to them within the App. Before generating login credentials for Registered Users, the Customer is responsible for verifying that the Registered Users are authorised to use the App. Where necessary, e.g. in the case of minors, the Customer shall obtain the required consent from the legal guardians. JAKO is not under an obligation to verify the authorisation of the Registered Users created by the Customer.

3.10 JAKO is not obliged to grant access to the Registered User's account to any person other than the Registered User. If the Customer wishes to transfer an account, e.g. if the Registered User leaves the Customer's company or organisation, JAKO must be provided with written proof of the authorisation or the transfer of the account by the Registered User.

4. Third-party services available in the App (Specialist Retailers and Team Shops)

4.1 When registering, the Customer may select a Specialist Retailer listed in the App. The Specialist Retailer may send advertisements and messages to Registered Users via the App, provided that the Registered Users have given their consent to this in the App's settings. This functionality does not involve the transfer of Customer Data from JAKO to the Specialist Retailer.

4.2 When registering, the Customer may optionally select a club shop (hereinafter: "**Team Shop**") to which Registered Users have access within the App. The respective third-party provider of the Team Shop is responsible for the Team Shop. JAKO is not the provider of the Team Shops, but merely links to them in the App. When visiting the Team Shop, the Registered User is redirected to the relevant Team Shop website. When purchasing goods via the relevant Team Shop, the contract is concluded between the Registered User and the relevant Team Shop. The terms of use and contract terms of the relevant Team Shop apply.

5. Contract Term; Termination

5.1 The minimum contract term is 12 months from the moment of purchase of the paid version of the App.

5.2 The contract can be terminated for the first time with a notice period of one month to the end of the minimum contract term. If it is not terminated or not terminated in due time, it shall be extended by a further year in each case.

5.3 Notice of termination may be given via the App, via e-mail or by post towards JAKO.

6. Types of licences; Rights of use; Limitations of use / unauthorized content

6.1 JAKO grants the Customer a non-exclusive, non-transferable and non-sublicensable worldwide right of use for the duration of the contract term to use the App for the purposes and processes listed in Sec. 2.

6.2 JAKO provides the Services as payable licence. Details on the respective scope of services of the licences are described under https://www.jako-teamhome.com/de-en/info/cost-model/ The licence includes a specific number of Registered Users in each case.

6.3 The Customer and the Registered Users are not entitled to make the login data accessible to third parties or to pass it on to third parties. They will take appropriate and effective measures to prevent unauthorised use of their account by third parties.

6.4 If the Customer or the Registered User uses the App for purposes other than those regulated in these GTC or violates them, JAKO is entitled to exclude the Customer or the Registered User from using the App. This applies in particular if the Customer or the Registered User use the App to create illegal content or content that violates the rights of third parties or these GTC.

7. Licence fees; Price adjustments; Terms of payment

7.1 The licence fees available under https://www.jako-teamhome.com/de-en/info/cost-model/ and displayed to the Customer in its customer account shall apply.

7.2 The licence fees are net plus the applicable statutory value added tax (VAT).

7.3 If the costs relevant for the calculation of the Services provided by JAKO (in particular prices of service providers, salaries, infrastructure costs) have increased or if there are cost increases due to changes in the law, JAKO is entitled to adjust the prices accordingly in accordance with Sec. 315 of the German Civil Code (BGB). The price adjustment must take into account all increases in the costs relevant to the calculation of the Services that have occurred between the conclusion of the contract and the provision of the Services and for which JAKO is not responsible, whereby a reduction in these costs must also be taken into account.

7.4 The licence fees are due for payment in advance without deduction for the respective licence term. Customers may choose between monthly or annual payment.

7.5 Payment must be made exclusively online by credit card, direct debit or via Stripe/Mollie.

7.6 If the Customer is in default of payment, the statutory provisions on default of payment shall apply.

7.7 If the Customer is in default of payment, JAKO is entitled, after setting a reasonable final deadline, to block the Customer's access to the App until the overdue payments are settled. The obligation for further payment of the agreed licence fee remains in force during the duration of the access blocking due to delay of payment. JAKO is authorised to commission a debt collection service provider to collect overdue payments.

8. Prohibition of set-off and assignment

8.1 The Customer is entitled to a right of retention as well as the right to offset only if his counterclaims are undisputed, legally established, recognised by JAKO or based on warranty claims.

8.2 The Customer is not entitled to assign claims from the contract concluded with JAKO to third parties.

9. JAKO’s Responsibilities and Obligations; Analyses

9.1 JAKO will maintain the system availability of the App.

9.2 JAKO is not responsible for the functionality and performance of the end devices on which the App is run, nor for the Customer’s IT infrastructure.

9.3 JAKO may create analyses utilizing, technical customer data and information derived from the use of the App by the Customer, as set forth below (hereinafter: “**Analyses**”). In the Analyses, the data is anonymised and aggregated. Unless otherwise agreed, personal data administered by the Customer via the App may only be processed by JAKO for the provision of the services according to Sec. 2. Anonymised and aggregated Analyses may be used for the following purposes, in particular but not limited to:

(a) improvement of the performance of the App and development of new functionalities (in particular product features and functions, workflows and user interfaces);

(b) improvement of the App’s resource allocation and support;

(c) verification of security and data integrity;

(d) identification of industry trends and developments;

(e) creation of indices and anonymous benchmarking.

9.4 The Customer grants JAKO a right to use the data and content processed via the App limited to the purposes listed in Sec. 9.3.

10. Customer‘s Responsibilities and Obligations

10.1 The Customer is responsible for the data processed in the App (hereinafter: “**Customer Data**”) and for ensuring compliance with data protection regulations, in particular the GDPR, when entering Customer Data into the App.

10.2 The Customer’s devices must meet at least the technical system requirements specified under https://www.jako-teamhome.com/de-en/info/system-requirements/ in order for the App to be used. The Customer shall provide and maintain the IT infrastructure and telecommunication facilities required for the use of the App at its own expense.

10.3 The fulfilment of the Customer’s obligations of according to this Sec. 10 is a prerequisite for the proper provision of the Services by JAKO.

11. Access to Customer Data; Export; Switching right

11.1 Unless otherwise regulated in these GTC, the Customer retains all rights to the content of the website created by the Customer towards JAKO.

11.2 The Customer has the possibility to download the Customer Data using the export function at any time during the contract term and for a period of two (2) months following the termination of the contract.

11.3 After termination of the contract JAKO is entitled to continue to use the Customer Data and Analyses exclusively for the purposes described in Sec. 9.3, unless the Customer expressly objects to this use until the date of termination of the contract.

11.4 The Customer may terminate the contract at any time by giving two (2) months’ notice by notifying JAKO in writing that the Customer Data managed via the App shall be migrated to another provider (hereinafter: “**Switching Right**”). If the Customer exercises its Switching Right, the Customer shall have the option, during a transition period of one month from the termination of the contract, to export the data themselves within the App in a standard file format. Any data that cannot be exported by the Customer via the App shall be made available to the Customer by JAKO a standard file format. The Customer Data shall be deleted three months after the termination of the contract.

11.5 Once the Customer has exercised its Switching Right, the contract shall terminate early upon the expiry of the two-month period. JAKO shall refund any licence fees already paid by the Customer.

12. Warranties; Rights in case of defects

12.1 JAKO warrants, for the duration of the provision of the App for use that the App meets the agreed functionalities displayed to the Customer in its account for the version selected and that no rights of third parties are violated when used in accordance with these GTC.

12.2 JAKO shall remedy defects in the App, at its election, by eliminating the defects or by providing the Customer with a new App that is free of defects. One of the ways JAKO may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, JAKO shall elect to (i) procure for Customer the right to use the App in accordance with the contract, or (ii) replace the App or change it such that the accusation of breach no longer stands, whereby the contractual use is not unreasonably impacted.

12.3 The Customer must give notice of every defect to JAKO without undue delay and with a detailed description of the defect.

12.4 JAKO is not liable for defects and assumes no obligation to provide support in the event of defects or errors that occur through no fault of JAKO, in particular because of improper use of the App, use in breach of these GTC or unauthorised use as well as because of malfunctions in the end devices used by the Customer.

12.5 Warranty rights resulting from defects as to quality expire one year after the provision of the App for use.

13. Liability; Limitation of Liability

13.1 JAKO shall be liable without limitation in accordance with the statutory provisions for injury to life, physical injury or damage to health, in accordance with the Product Liability Act, for assumption of a quality guarantee, in the case of fraudulent concealment of defects, and for damages caused intentionally and gross negligence.

13.2 JAKO shall also be liable for a grossly negligent breach of duty in accordance with the statutory provisions. In the event of a breach of a non-essential contractual obligation, liability shall be limited to the foreseeable damage typical of the contract.

13.3 In the event of slight negligence, JAKO shall only be liable if essential contractual obligations are breached; in this case, the liability shall be limited to the foreseeable damage typical of the contract, the occurrence of which could have been expected

13.4 In all other respects the liability is excluded.

13.5 Essential contractual obligations are those whose fulfilment enables the proper execution of the contract at all and on whose observance the Customer regularly relies and may rely.

13.6 The above-mentioned exclusions and limitations of liability shall also apply in favour of JAKO's organs, legal representatives, employees and other vicarious agents.

14. IP Rights

14.1 The Customer may only use the App to the extent stipulated in these GTC. Unless rights are expressly granted, JAKO shall retain all rights to the App.

14.2 Unless otherwise agreed, in relation to JAKO, the Customer retains all rights to the Customer Data managed via the App.

15. Support; Service times; Response and solution times

15.1 JAKOS's technical support is available for the Customer during the service times Monday - Friday 9 a.m. to 5 p.m. CET, except weekends and public holidays in Baden-Württemberg, Germany (hereinafter: "**Service Times**") under the e-mail address kundenservice@jako.com.

15.2 Support requests from the Customer regarding the operation of the App which fall within the responsibility of the user support (1st level support) shall be answered as quickly as possible during the Service Times; except for weekends and public holidays in Baden-Württemberg, Germany when the support is not available.

15.3 Support requests from the Customer regarding technical problems are recorded in JAKO's ticketing system for subsequent processing by the software developers. A solution will be communicated to the Customer depending on the scope of the problem and the time required to resolve it.

15.4 JAKO shall endeavour to solve the problem as quickly as possible. If the problem can only be solved by an update, this will be done with the next regular update or release; the Customer has no right to claim an earlier solution of the problem.

15.5 JAKO can access the Customer's account to resolve problems. Access is limited exclusively to technical data and functionalities of the account, not to personal data stored in the account.

16. Confidentiality; Data protection

16.1 JAKO shall keep the Customer's personal and business data, which becomes known in the course of using the App, as confidential, unless the Customer releases JAKO from this obligation or there are legal obligations to disclose such information, e.g. to public authorities.

16.2 JAKO will comply with the respectively applicable data protection regulations (especially GDPR) within the framework of the fulfilment of the contract. JAKO shall also impose the data protection obligations on its employees and subcontractors

16.3 JAKO has entered into data processing agreements with the cloud service providers listed in section 2.2 (c). The App's privacy policy is available under https://www.jako-teamhome.com/de-en/info/data-protection/

17. Miscellaneous; Applicable law; Jurisdiction

17.1 Place of performance, also for subsequent performance, is Künzelsau, Germany.

17.2 The law of the Federal Republic of Germany shall apply.

17.3 The sole place of jurisdiction for all disputes arising out of or in connection with the performance of the Services and the contractual relation between JAKO and Customer shall be Heilbronn, Germany.

JAKO is entitled to assert claims against the Customer at the court having jurisdiction for the registered office of the Customer.

17.4 JAKO may amend these Terms of Use at any time, in particular if technical developments to the App and associated expansions of its functionality give rise to a need for new provisions. The amended Terms of Use will be sent to the Customer by e-mail no later than two months before they come into force. The amendments shall be deemed to have been approved by the Customer if the Customer does not object in writing by the date on which the amendments are due to come into force and continue to use the App. JAKO shall draw the Customer's attention to this consequence in the notification of the amendments. If the Customer objects to the amendment to the Terms of Use, the Customer has a special right of termination with one month's notice to the end of the month, which must be exercised within one month of receipt of the objection.