

### **Contents**



### Site:General disclaimer

Hallo Welt! GmbH, Postfach 11 02 09, 93015 Regensburg, Germany, hereinafter referred to as **Hallo Welt!**, provides a public demo system (**Demo**) for the BlueSpice software at the address https://demo.bluespice.com. These Terms of Use apply to all users of the platform.

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#### **Principles and definitions**

- 1. Anyone who creates or modifies content for the demo as an author is an **active user**. Anyone who wants to become an active user must register with a user name, a password and an e-mail address.
- 2. Anyone who only reads or otherwise wishes to use this content is a **passive user** within the meaning of these Terms of Use.
- 3. Active and passive users are hereinafter jointly referred to as **users**.
- 4. Unless otherwise indicated, all content on this website is licensed under the Creative Commons Attribution 4.0 International (CC BY 4.0) This license permits sharing (reproduction and distribution in any format and media) and adaptation (remix, modification and construction on the licensed content) of the licensed content for any purpose, including commercial purposes. This is permitted on the condition that the name of the author is mentioned: Users must affix the appropriate copyright and rights notices, link to the license, and indicate whether any modifications have been made.
- 5. All brand names and trademarks (e.g. MediaWiki) mentioned on this website and possibly protected by third parties are subject without restriction to the provisions of the applicable trademark law and the ownership rights of the respective registered owners. The mere mention of a trademark does not imply that it is not protected by the rights of third parties.
- 6. This website contains links to third-party websites.
  - 1. According to the provisions of the German Telemedia Act (TMG), these websites are the responsibility of the respective website owners within the meaning of §§ 7 ff TMG.
  - 2. Hallo Welt! has checked the external content for possible legal violations when the external links were first created. Hallo Welt! has not, however, completely checked the contents referred to in the links for their correctness. Hallo Welt! also has no influence on the current and future design and content of the linked pages.
  - 3. The setting of external links does not mean that Hallo Welt! adopts the contents behind the reference or link as its own and/or is liable for their correctness. A constant control of the external links is not reasonable for Hallo Welt! without concrete evidence of legal violations or content errors and is also not provided for by law.
  - 4. However, in case of knowledge of legal violations, such external links will be deleted immediately. Should Hallo Welt! becomes aware that links refer to pages with obviously incorrect information, these links will also be deleted immediately.
- 7. Hallo Welt! reserves the right to change these Terms of Use at any time.
  - 1. Before each login, the user is informed of the currently valid version of the Terms of Use. However, the user will not be notified individually.
  - 2. Each user is responsible for reading the Terms of Use before each use of the wiki and for checking that they are up to date.
  - 3. The continued use of the platform by logging in after a change to the Terms of Use is deemed to be a declaration of consent by the respective user to the changed Terms of Use.

# Rights and obligations of users

Export: 25.04.2024

1. The user is aware that all content posted by him/her in the public demo will be deleted after 24 hours at the latest.



- 2. The active user declares that he/she is either the author of the content used by him/her, in particular the texts, or that he/she has duly acquired the rights to use them.
- 3. Each active user agrees that all content of which he is the author himself is licensed under the Creative Commons Attribution 4.0 International (CC BY 4.0).
- 4. The active user is responsible for the content and contributions used by him and posted on the demo. Hallo Welt! is not obligated to check the legality of content before it is published or to regularly check its Internet pages for possible illegal content. **Illegal content** is content that offends common decency or general ethical sensibilities or violates intellectual, industrial or other property rights of third parties, in particular copyrights and trademark rights as well as general personal rights.
- 5. The users of the platform are expressly informed that the dissemination of illegal content may be prosecuted. In such cases, Hallo Welt! is entitled and under certain circumstances obligated to remove such content immediately and to secure it for evidence purposes if it becomes aware of illegal or unlawful content or if it becomes aware of content that offends common decency. In these cases Hallo Welt! is entitled to exclude the respective user from further use of the platform.
- 6. The user indemnifies Hallo Welt! from all claims of third parties due to the violation of their rights by illegal content posted by the user. In particular, the user must compensate Hallo Welt! for all damages that Hallo Welt! incurs as a result of third parties making claims against Hallo Welt! due to the violation of their rights.
- 7. A passive user who wishes to use the contents of the demo for other purposes may use the contents provided that he or she complies with these Terms of Use and, in particular, observes the above-mentioned license information.

## Rights and obligations of Hallo Welt!

- 1. Hallo Welt! makes the demo available to the public free of charge.
- 2. Hallo Welt! endeavors to maintain the operation of the platform as trouble-free as possible and to further develop it according to the needs of the users. But Hallo Welt! does not guarantee that the platform is available and free of errors. The user also has no legal claim to constant usability of the platform.
- 3. Hallo Welt! expressly reserves the right to change, restrict or completely discontinue the use of the platform at any time. The platform may be temporarily unavailable, in particular due to maintenance work, without the user having any claims against Hallo Welt! as a result.
- 4. In case of a violation of these Terms of Use by the user, Hallo Welt! is entitled to make use of its virtual domiciliary rights. This means that Hallo Welt! is entitled to exclude the user by blocking him from the platform or parts of the platform and to completely delete the content used by him. The exclusion takes place according to equitable discretion under appreciation of the individual case and in particular under consideration of the severity of the violation.

# Other regulations

1. If any provision of these Terms of Use proves to be invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the parties shall agree on the validity of an appropriate provision that comes as close as possible to what the contracting parties intended but is permissible; the same shall apply to loopholes in the contract.



- 2. The exclusive place of jurisdiction for all legal disputes arising from this contract is Regensburg, provided that the user is a merchant, a legal entity under public law or a special fund under public law or provided that the user has no place of jurisdiction in the Federal Republic of Germany.
- 3. Applicable law for all disputes arising from this user relationship is German law. Insofar as this refers to other legal regulations, this reference is excluded.
- 4. In case of inconsistencies between this English version or any other translation into another language, the German version shall prevail.

Regensburg, 19.07.2023