

Terms of use of SerNet for verinice.cloud

1 Formation and content of the contract

1.1 Parties and subject matter of the contract:

This contract regulates the legal relationship between SerNet Service Network GmbH, Bahnhofsallee 1b, 37081 Göttingen, hereinafter referred to as "SerNet", and the customer, hereinafter referred to as "User", regarding the use of the system "verinice.cloud" via the Internet.

The offer is not directed at consumers: A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

1.2 No deviating and/or other or additional provisions

The validity of deviating or other or additional provisions beyond these regulations is excluded. This applies in particular to the User's general terms and conditions, even if SerNet accepts an order from the User in which the User refers to its general terms and conditions and/or to which the User's general terms and conditions are attached, unless SerNet expressly agrees to them. By accessing the services of verinice.cloud, the User agrees to be bound by the terms and conditions. Any User who does not wish to be bound by all of the Terms may not access or use the services.

2 SerNet services

2.1 Right of use

verinice.cloud is made accessible to the User via the Internet. The software required for this is operated on computers at hosting providers with company headquarters in the European Union. For the term of this contract, the User receives the non-exclusive and non-transferable right to access the verinice software by means of a browser and an Internet connection and to use it for his own business purposes in the exercise of his commercial or self-employed professional activity. The User is responsible for the system requirements on the User's side, in particular the internet connection between the User and the service provider and the hardware and software required for this. Any transfer of use or provision of the service to third parties is prohibited. SerNet or the licensors of SerNet are the sole owners of all rights to the services offered or the content. SerNet grants the User a limited, non-exclusive, revocable right to use the verinice.cloud services and a limited, non-exclusive, revocable right to use the content for his own purposes. This access shall continue unless and until terminated or cancelled by the User or SerNet in accordance with the General Terms of Use. The User warrants and agrees that he/she will use the verinice.cloud services and the contents for his/her own purposes and will not substitute or transfer the verinice.cloud services or the contents to third parties or otherwise pass them on, unless otherwise agreed in writing between the User and SerNet.

The verinice Software Applications and the Content are not sold to or transferred to the User and all rights to reproductions of the verinice Software Applications and the Content remain with SerNet and its licensors even after installation on PCs, mobile devices, tablets, portable devices, speakers and/or other devices ("Devices").

SerNet or its licensors are the sole owners of all trademarks, service marks, corporate marks, logos, domain names and other features of the verinice brand. The agreement does not grant the User any rights to use any trademark features, whether for commercial or non-commercial use.

The User agrees to comply with the User Guidelines and not to use the verinice.cloud services or the Content or any part thereof in any manner not expressly permitted by the Agreement. Except for the rights expressly granted in the Agreement, SerNet does not grant the User any rights, title or interest in the verinice.cloud services or Content.

Third party software (for example, open source software libraries) included in the verinice.cloud services is made available to Users in accordance with the terms of the relevant third party's software license agreements as published in the "Help" or "Settings" section of your desktop client or mobile client and/or on the SerNet website.

2.2 Support

SerNet operates an online support service to assist with the use of the verinice.cloud service. Support for implementation, training or customization of the software is not included. The support service is provided by SerNet on working days Monday to Friday in the time from 9:00 am - 5:00 pm. This does not apply to public holidays in Lower Saxony or local holidays at the registered office of SerNet and the 24th and 31st of December of each year.

3 Access requirements and facility

3.1 Access requirements

In order to use the verinice services and access content in accordance with these General Terms of Use, the User must be 18 years of age or older; or 16 years of age or older and have the consent of his or her parent or guardian to the agreement and must be authorized to enter into a legally binding contract with SerNet and must not be prevented from doing so by applicable legal provisions. The User also warrants that all information provided to SerNet as part of the registration process is true, accurate and complete and undertakes to ensure this at all times during the contractual relationship.

3.2 Registering a verinice.cloud account, account security

The User must create an account with verinice.cloud in order to use the verinice.cloud services. To do so, the User must provide all information requested by SerNet, including a user name and password, a deliverable email address and optionally telephone number and company name and postal address.

The User is responsible for any activity related to his/her verinice.cloud account. The Username and password are for his personal use only and must be kept confidential. The User acknowledges that he is responsible for any authorized use of the Username and password in the context of the verinice.cloud services, as well as for any unauthorized use that he could have prevented by exercising due care. The User agrees that he/she may not transfer, assign or sublicense the User account, Username or his/her rights as a User. In the event of loss or theft of the Username or password, or if he/she suspects that a third party has had unauthorized access to the account, the User shall immediately notify SerNet's customer service and change his/her password as soon as possible. The User is responsible for updating the information provided in connection with the Account and for ensuring that it is kept up to date at all times. In order to protect the User, SerNet or their agents from identity theft or other fraudulent activity, SerNet has the authority to terminate the membership or temporarily suspend the account.

3.3 Institution

SerNet provides the User with a separate administration area within the software platform. The User carries out the exchange of his data with the software and any individual settings to be selected himself. SerNet does not owe additional services, SerNet and the User can agree on additional services, which may then have to be remunerated separately.

4 Use of the verinice.cloud services

The use of verinice.cloud runs automatically until termination by the User. In order to use the verinice.cloud service, the User must specify one or more payment methods. Payment method means a current, valid and accepted payment method which the User may update from time to time and which may include payment via his account with a third party (for example PayPal). As long as the User does not cancel his/her usage before the billing date, he/she agrees that the usage fee for the respective following billing period will be debited via his/her chosen payment method (see also the section "Cancellation"). SerNet may offer a variety of subscriptions, including subscriptions offered by third parties in connection with the offering of their own products and services. Some subscriptions may contain different terms and restrictions, which will be disclosed during registration or in other notifications to the User. The User can view the details of his verinice.cloud membership in the account area on the verinice.cloud website.

5 Changes and restrictions of the verinice.cloud services

5.1 Changes to the verinice.cloud services

Occasionally, SerNet may make changes to the Agreement for legitimate reasons, such as to improve existing features or functionality or to add new features or functionality to the verinice.cloud services, to implement scientific and technical advances, or to make reasonable technical adjustments to ensure the functionality or security of the verinice.cloud services, and for legal or regulatory reasons. If SerNet makes changes to the Agreement that may affect the ongoing contractual relationship between the User and SerNet, SerNet will provide the User with appropriate advance notice as circumstances warrant, for example, by displaying a prominent notice, sending an email, or by requesting consent within the verinice.cloud services. This notice will include information about the proposed changes and, where applicable, the right to reject those changes, where to send the rejection and the consequences if the User does not reject. The changes will be deemed accepted if the User does not reject them within 30 days. In applying this procedure, SerNet will not make any changes that materially affect the contractual balance between the verinice.cloud services and the consideration provided by the User for them. If the User does not wish to continue using the verinice.cloud services under the new version of the Agreement, the User may terminate their account by contacting SerNet. If the User has obtained a trial or paid subscription through a third party, the User should, if possible, cancel the relevant paid subscription directly through that third party. SerNet will notify the User of any changes usually two weeks before the change. If the changes are so detrimental to the User that it is no longer reasonable to adhere to the contract, the User is entitled to an

extraordinary right of termination; the User is not entitled to any further claims in relation to the change, e.g. claims for damages, in particular those for lost profits.

5.2 Restrictions of the verinice.cloud services

SerNet will use reasonable efforts to keep the verinice.cloud services operational. However, due to certain technical difficulties, maintenance or testing, or due to updates required to reflect changes in applicable legal requirements or regulatory requirements, temporary disruptions may occasionally occur.

SerNet may change, update or discontinue individual content and features for technical, legal, regulatory or other reasons without liability. Such changes, updates or discontinuations may, under certain circumstances, be detrimental or result in a reduction in value for the user.

Notwithstanding the foregoing, if the User has made prepaid payments to SerNet for any Paid Subscriptions and SerNet permanently discontinues such Paid Subscriptions prior to the expiry of the Prepaid Period (defined in clause 4) in accordance with these Terms of Service, SerNet will refund the prepaid fees for the Prepaid Period following such discontinuation. The User understands, agrees and consents that SerNet is not obligated to upgrade or update the verinice.cloud services or to provide any specific content through the verinice.cloud services.

6 Content and intellectual property rights

SerNet respects intellectual property rights and expects the User to do the same. The following is not permitted under any circumstances:

Circumventing the technologies used by SerNet, its licensors or third parties to protect the Content or the verinice.cloud services; selling, renting, sub-licensing or leasing the verinice.cloud services or the Content or any part thereof; circumventing the geographical restrictions applied by SerNet or its licensors; tampering with the verinice.cloud services through the use of bots, scripts or other automated processes; removing or altering (including, without limitation, for the purpose of disguising the owner or source of any Content or altering any information regarding the owner or source of any Content) any copyright, trademark or other intellectual property notices contained in any Content or the in verinice.cloud services or transmitted through the verinice.cloud services; disclosure of a password to a third party or use of a third party's Username and password; sale of a User account or otherwise receiving or offering to receive financial or other consideration for influencing an account or the content of an account.

The User will not register or use Usernames or other account settings that are subject to the following, or process content or material that is offensive, abusive, defamatory, pornographic, threatening or obscene; that is unlawful or has the purpose of committing or facilitating the commission of an unlawful act of any kind, including infringement of intellectual property rights, rights of privacy or proprietary rights of SerNet or third parties; containing a password or knowingly containing the password of another User or containing personal data of third parties or with the purpose of obtaining such personal data; containing harmful content such as malware, Trojans or viruses or otherwise interfering with a User's access to the verinice.cloud services; intended to harass or bully other Users; impersonating another User or natural or legal person or misrepresenting the User's affiliation with another User or natural or legal person or otherwise being fraudulent, inaccurate, deceptive or misleading; involving the transmission of unsolicited bulk email or other forms of spam, junk mail, chain letters, etc.; involving commercial activities or the solicitation of third parties. involving commercial or sales activities such as advertising, promotions, contests, sweepstakes or pyramid schemes not expressly authorized by SerNet; linking or referring to commercial offerings of products or services or otherwise promoting commercial products or services not expressly authorized by SerNet; interfering with or otherwise disrupting the verinice.cloud services, the verinice.cloud services or computer systems, networks, rules of use, security components, authentication measures or other measures taken by SerNet to protect the verinice.cloud services, the content or any part thereof, or attempt to exploit vulnerabilities in the verinice.cloud services or in SerNet's computer systems, network, usage rules, security components, authentication measures or other measures designed to protect the verinice.cloud services, the Content or any part thereof, and to scan or test them for such vulnerabilities; or which SerNet considers to be in breach of the Agreement.

The User agrees that the use of User Generated Content that violates (or which SerNet has reason to believe violates) the terms of this User Policy may result in the temporary or, in the case of material or repeated violations, permanent suspension of the verinice.cloud account, in which case SerNet will take into account your legitimate interests. In this case, SerNet will inform the User accordingly in advance, as far as this is reasonable. The User further agrees that SerNet may reclaim the Username in such cases; this also applies if the agreement is terminated in accordance with its terms.

The User is prudent when using the verinice.cloud services and sharing content. The verinice.cloud services include social and interactive features, including the ability to post User-generated content, e.g. in public forums, to share content and to publish certain information about oneself.

7 Indemnification obligations of the User

If third parties assert claims or legal infringements against SerNet to the effect that the User has violated obligations or laws or other standards and provisions or principles of conduct, in particular has entered or imported or migrated illegal data into the verinice.cloud service and has used the verinice.cloud service in an illegal manner, the User shall indemnify SerNet against these claims, support SerNet at its request in a reasonable manner and to the extent required in the legal defense and indemnify SerNet against the costs of the legal defense.

8 Export control

The User warrants that (1) he/she is not a resident of Cuba, Iran, North Korea, Sudan or Syria and (2) he/she is not or does not belong to a "Denied Party" on any sanctions list of the European Union, Switzerland, Japan, the United Nations, the United States or the United Kingdom. In particular, the User declares that he/she will not sell, export, re-export, transfer, divert or otherwise dispose of any products, software or technologies (including products derived from or based on such technologies) received from SerNet under the Agreement, directly or indirectly, to any destination country or legal or natural person prohibited by applicable law, without first obtaining the permission of the relevant governmental authorities as required by the relevant laws and regulations.

9 Claims for defects

Defects of the verinice.cloud service must be reported by the User to SerNet without delay, SerNet will remedy a defect, if any, within a reasonable period of time. SerNet is entitled to circumvent the defect by a workaround if the cause of the defect itself can only be remedied with disproportionate effort and the usability of the verinice.cloud service is not significantly restricted. Strict liability for initial defects pursuant to Section 536a (1) of the German Civil Code (BGB) is excluded.

10 Liability of SerNet

10.1 Liability for fee-based products and services

SerNet is liable for damages insofar as these are

- (i) caused intentionally or by gross negligence on the part of SerNet, or
- (ii) were caused by SerNet through slight negligence and are attributable to material breaches of duty which jeopardize the achievement of the purpose of this contract or to the breach of duties the fulfillment of which is a prerequisite for the proper performance of this contract and on the observance of which the User may rely.

In all other respects, SerNet's liability is excluded, irrespective of the legal grounds, unless SerNet is compulsorily liable by law, in particular for injury to life, limb or health of a person, assumption of an express guarantee, fraudulent concealment of a defect or under the Product Liability Act. Guarantees by SerNet are only given in writing and are to be expressly designated as such.

Limitation of the amount: In the case of clause 10 (ii), SerNet's liability is limited to the damage typically foreseeable for a contract of this type.

SerNet's employees and agents: The limitations of liability in Clauses 10 (i) and 11 (ii) also apply to claims against SerNet's employees and agents.

10.2 Liability for cost-free products and services

Free products and services are provided without warranty of any kind. Neither SerNet nor any licensor or contracted service provider warrants that any product or service will meet the user's requirements, that it will be free from defects or errors, or that its operation will be uninterrupted. SerNet disclaims all representations or warranties of any kind, express or implied, with respect to any products or services provided free of charge, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

In no event shall either party be liable to the other party or any third party for any indirect, special, incidental, consequential or exemplary loss or damage in connection with or arising out of the provision of the services to be provided hereunder or otherwise in connection with either party's performance of its obligations hereunder, including, but not limited to, damages for loss of revenue, profits or business opportunity, loss of customers, loss of goodwill or loss of profits arising in any way out of this Agreement, and whether or not SerNet or User had or should have had actual or constructive knowledge that such damages might arise.

11 Guarantees

The User agrees that free verinice.cloud services are provided on an "as is" basis and subject to availability from SerNet only. Unless expressly stated otherwise, the provisions of this agreement are not to be construed as a warranty without fault.

12 No legal advice

The User is aware that SerNet does not perform any tasks with regard to data protection or other laws or regulations or standards for him and does not advise him in this respect. The information provided does not constitute legal advice and is not intended to do so. The use of information and forms is at the User's own risk.

13 Trial period, duration and termination of the contract

13.1 Free test phase

SerNet may set up free trial periods for all or parts of the services. This is usually done by providing the service in a separate "EVAL product" for a limited time of a few weeks or months. In contrast to the full service, no payment method has to be deposited for the EVAL products and the contract between SerNet and the user ends automatically with the expiration of the test phase.

13.2 Accounting period.

The costs incurred for the use of the verinice.cloud service will be debited from the payment method specified by the User. The payment date is the date indicated on the "Account" page. The length of the billing period depends on the subscription type the User chooses when registering for the service. In some cases, the payment date may change. This is the case, for example, if the amount could not be debited from the payment method, if the User changes their subscription or if the paid membership started on a day that does not exist in that month. See the verinice.cloud website to view the next payment date.

13.3 Payment methods

In order to use the verinice.cloud service, the User must specify one or more payment methods (see clause 4 above). The User authorizes SerNet to charge any payment method associated with this account in the event that the primary payment method is declined or SerNet is no longer available to pay the subscription fee. The User remains responsible for any outstanding amounts. If a payment cannot be successfully processed because the particular payment method has expired, does not have sufficient funds or fails for any other reason, and the User does not cancel her/his account, access to the service may be suspended until SerNet successfully debits a valid payment method. For certain payment types, the issuer of the payment type may charge a certain fee, such as a foreign transaction fee or other payment processing fees. Local taxes may vary depending on the payment type. For more information, contact the service provider of the payment method.

13.4 Cancellation

The User can terminate his verinice.cloud use at any time via the verinice.cloud portal and continues to have the option of using the verinice.cloud service until the end of the billing period. If the membership is cancelled, the account will be automatically closed at the end of the current billing period. SerNet may terminate a User's account by giving 30 days' written notice to the end of the quarter. The termination will take effect at the end of the current billing period. The right to extraordinary termination remains unaffected.

13.5 Changes to the price and subscription offer

SerNet is entitled to change the price of all services from time to time in its reasonable discretion to reflect the impact of changes in the overall costs associated with the services offered. Examples of cost elements that affect the price of subscription offerings include production and licensing costs, costs of technical provision and distribution of the services, customer service and other costs of sale (e.g. billing and payment, marketing), general administrative and other overhead costs (e.g. rent, interest and other finance costs, costs of staff, service providers and services, IT systems, energy) and government-imposed fees, contributions, taxes and levies. All price changes shall apply at the earliest 30 days after notification and active declaration of consent by the User. The User can cancel his membership at any time within the notice period to avoid future charges. SerNet may terminate the membership at any time if a price change has not been accepted by the User.

14 User data, data protection and data security

14.1 User data

The information entered and generated by the User in the course of using the service is the sole property of the User. SerNet treats this data confidentially.

14.2 Order data processing

Insofar as the User data is personal data and SerNet should process it as a commissioned data processor within the meaning of Article 28 of the DSGVO, any processing will be carried out exclusively on behalf of and in accordance with the instructions of the User and exclusively for the purpose of providing the verinice.cloud service. In this case, SerNet will take appropriate technical and organizational measures to protect the User's data. The User remains responsible for the legality of the collection, processing and use of the User data in accordance with the legal provisions, in particular the BDSG and the DSGVO. If the User so wishes, details of this can be regulated in a separate contract for commissioned data processing between the parties.

14.3 Backup copies

It is the User's responsibility to regularly export copies of the data he/she has entered to his/her own IT systems and to make backup copies or store the corresponding evaluations in his/her own IT systems.

14.4 Data at the end of the contract

The User can export the User data via export functions within the verinice.cloud service at any time during the contract term. After the end of the contract term and a further period of maximum one month, the User no longer has access to this data. At the end of one month after the end of the contract - at the request of the User already before - SerNet will finally and completely delete the User data, provided that there are no legal retention obligations of SerNet to the contrary. SerNet is only obliged to release or migrate the User data in a different manner after a separate agreement; such services are then to be remunerated separately.

15 Final provisions

15.1 Contractual components

The subscription description of the respective service ordered is an inseparable part of the contract.

15.2 Applicable and excluded law

This contract shall be governed exclusively by German law, excluding any conflict of laws provisions and excluding the UN Convention on Contracts for the International Sale of Goods.

15.3 Place of jurisdiction

The place of jurisdiction is the registered office of SerNet. However, SerNet is also entitled to take legal action before a court whose area of jurisdiction includes the registered office or a branch of the User.

15.4 Online dispute resolution

The EU Commission has created an internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Göttingen, November 18th 2024

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