

## Legal:Terms of use

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## Principles and definitions

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1. The Hallo Welt! GmbH, P.O. Box 11 02 09, 93015 Regensburg, Germany, hereinafter referred to as "Hallo Welt!", provides a helpdesk for the BlueSpice software on the Internet at <http://help.bluespice.com> These Terms of Use apply to every user of the platform.
2. The Hallo Welt! GmbH ("Hallo Welt!") has initiated the helpdesk and will be moderating the platform until further notice.
3. Anyone who creates or changes content for the helpdesk as an author and/or text editor is an "active user". Anyone who only reads such content or wishes to use it for other purposes is a "passive user" within the meaning of these Terms of Use. Active and passive users are hereinafter collectively referred to as "users".
4. If you want to become an active user, you have to log in with a user name, a password and an e-mail address. The further requirements for registration are regulated further down in these terms of use.
5. This website contains links to third-party websites ("external links"). According to the regulations of the TMG (Telemediengesetzes) these websites are subject to the area of responsibility of the respective responsible persons of the websites in the sense of §§ 7 ff TMG. Hallo Welt! has checked the external contents for possible legal violations when linking the external links for the first time. Hallo Welt! has not completely checked the information contained in the links for their correctness. Hallo Welt! has no influence on the current and future design and content of the linked pages. The setting of external links does not mean that Hallo Welt! adopts the contents behind the reference or link as its own and/or guarantees the correctness of the respective contents. A permanent control of the external links is not reasonable for Hallo Welt! without concrete indications of legal violations or content errors and is also not provided by law. However, if we become aware of any legal infringements, such external links will be deleted immediately. Hallo Welt! will also delete links immediately if it becomes known that links to pages with obviously incorrect information refer.
6. Hallo Welt! reserves the right to change these terms of use at any time. The user will be informed of the currently valid version of the terms of use before each login. However, the user will not be informed individually. Every user is responsible for reading the terms of use before each use of the Helpdesk and for checking that they are up to date. Further use of the platform by logging in after a change to the terms of use is deemed to be the user's declaration of consent to the changed terms of use.

## Information and obligations for active users (authors and text editors)

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1. Any user who creates or modifies content must allow all other users free use of such content as long as the original authors are named (with the first and last name of the author(s) and either the reproduction of a hyperlink or the URL to any website that is used) and the right to free use of such content is passed on.
2. The user therefore agrees to place any content to which the user is the author under the "Creative Commons Attribution/Share-Alike License 3.0 (unported)" license.
3. Commercial use of the contents by active users is permitted as long as these terms of use are observed.
4. The user declares that he is either the author of the contents used by him, in particular the texts, or that he has duly acquired the rights to use them.
5. In this respect, the user is responsible for the contents and contributions used by him and published in the helpdesk. Hallo Welt! is not obliged to check the legality of contents before publication or to regularly check its Internet pages for possible illegal contents. Illegal contents are those which offend against morality or general ethical sentiment or infringe intellectual, industrial and other property rights of third parties, in particular copyrights and trademark rights as well as general personal rights.
6. After becoming aware of a concrete content and its illegality, Hallo Welt! is entitled to remove this content or to block access to it. Furthermore, Hallo Welt! is entitled to temporarily or permanently exclude the user who has posted the illegal content from using the platform. Claims of the user for the removal of a content or the blocking of access to the content and/or for the temporary or permanent blocking of the user himself are excluded.
7. 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. The user has hello world! in particular all damages to compensate the hello world! arising from the fact that third take hello world! because of the violation of their rights.

## Information and obligations for passive users

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1. Use of the contents by passive users is permitted as long as these terms of use are observed.
2. For the further use of the contents of the helpdesk the following conditions must be observed:
  - the authors (with their first and last names and either a hyperlink or the URL to each website used), and
  - a distribution of these terms of use, preferably with reference to a hyperlink to [help.bluespice.com](http://help.bluespice.com)
  - Indication of changes and/or extensions to the existing work in an appropriate manner.

## Rights and duties of Hallo Welt!

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1. Hallo Welt! makes the Helpdesk available to the general public free of charge.
2. The user has no legal claim to permanent use of the platform. In particular, Hallo Welt! is not obliged to ensure the availability or accessibility of its services at all times. Hallo Welt! strives, however, to keep the platform up and running as smoothly as possible and to develop it further in accordance with the needs of the users. Hallo Welt! does not guarantee the availability and flawlessness 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. If the user violates these terms of use, Hallo Welt! is entitled to make use of his virtual domiciliary rights. This means that Hallo Welt! is entitled to exclude the user concerned from the platform or parts of the platform with the help of a block and to delete the contents used by him completely. Exclusion shall be at equitable discretion when assessing the individual case and in particular taking into account the seriousness of the infringement.
5. The users of the platform are expressly informed that the distribution of inadmissible content may be subject to prosecution. Hallo Welt! is in these cases entitled and under certain circumstances obliged, if it becomes aware of illegal or unlawful contents or if it becomes aware of contents that offend common decency, to remove them immediately and to secure the respective contents for evidence purposes. In these cases Hallo Welt! is entitled to exclude the respective user from a future use of the platform.

## Other provisions

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1. If any provision of these terms of use proves 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 which comes closest to what the parties to the contract have wanted but is permissible; the same shall apply to loopholes in the contract.
2. Exclusive place of jurisdiction for all legal disputes arising from this contract is Regensburg, provided that the user is a merchant, a legal person 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 the event of inconsistencies between the English version and a translation into another language, the German version shall apply.

Regensburg, 22 May 2018