



# General Terms and Conditions of Business and Use of Christoph Weingärtner Unternehmensberatung and the documentmanagement.systems portal

We ask you to take the time to read our general terms and conditions.

## **I. General, subject matter of the contract, validity for companies and general changes**

### **1.1 Subject of the General Terms and Conditions of Business and Use**

#### **1.1.1 The company:**

Christoph Weingärtner Management Consulting

Strombergstraße 18

70188 Stuttgart

Managing Director: Christoph Weingärtner

Phone: +4917655540210

E-mail: [info@documentmanagement.systems](mailto:info@documentmanagement.systems)

(hereinafter also referred to as documentmanagement.systems, provider, portal provider and "us", "we") provides a platform (hereinafter also referred to as "online portal" or "portal") under the domain documentmanagement.systems for the following services and uses, both free of charge and against payment - within the scope of the currently available range of functions and at the currently available prices:

- 1.1.2 Companies looking for software can use this portal to search for document management software (hereinafter also referred to as "DMS") that is individually suitable for them and where they can use filters to display a selection of suitable software in a list.
- 1.1.3 Companies can evaluate the document management software available on the portal via an evaluation system (hereinafter referred to as "Evaluation Users"). The Evaluation Users may, provided they comply with the applicable rules (see under Section V. 5.1) and after creating a "Software Reviewer Account" profile, publish their own opinion and evaluation of the respective document management software.
- 1.1.4 Companies that offer software in the field of document management (hereinafter referred to as "software providers" or "software vendors") may create both free and paid "software vendor accounts" on the Portal and have them published, provided that the applicable rules (see Section V. 5.1) are complied with. In addition, software vendors can book fixed positions in the general listing within the sorting according to "Sponsored", against payment, in the order

of listing for defined periods of time. Depending on availability, basic, advanced or premium accounts can be created and promotion packages can be purchased.

- 1.1.5 These General Terms and Conditions of Business and Use of Christoph Weingärtner Unternehmensberatung (hereinafter referred to as "these GTC" or "GTC") apply to all contracts concluded via our online portal between us, Christoph Weingärtner Unternehmensberatung and all software providers, as well as all evaluation users (software providers and evaluation users, which are users who comment, evaluate and rate software, are hereinafter jointly referred to as "users").

## 1.2 Inclusion of the General Terms and Conditions of Business and Use

### 1.2.1 **You agree to these terms and conditions,**

as soon as you access and use our website and services with us by creating a user account. By using the website through an account, you confirm that you have read and understood these terms and conditions and also agree to be legally bound by them. If you do not wish to accept these terms and conditions, you should not access or use our websites, their functions and services.

- 1.2.2 The details of the provision and use of the services of the online portal are - subject to any individual contractual agreements - exclusively regulated by these GTC or result from our written order confirmation and our declaration of acceptance. In particular, these GTC shall apply as soon as you open your user profile as a "Software-Vendor" or "Software-Reviewer", as well as when booking promotion packages (with the content with which they are displayed in the service descriptions). Furthermore, these terms and conditions govern the entries in our portal (documentmanagement.systems), as well as the posting and receiving of reviews for listed software. In case of conflict between the GTC and individual contractual agreements, the individual contractual agreements shall apply.

- 1.2.3 These terms and conditions apply in the version valid at the time of use of the website, as well as at the time the contract is concluded.

- 1.2.4 We do not accept deviating conditions of the customer. This also applies if we do not expressly object to their inclusion.

## 1.3 Validity vis-à-vis companies

- 1.3.1 The conclusion of a contract with Christoph Weingärtner Unternehmensberatung, as well as registration in the online portal and the use of our online services is exclusively reserved for companies within the meaning of § 14 BGB (German Civil Code), as well as legal entities and partnerships. A company within the meaning of § 14 BGB (German Civil Code) is a natural or legal person or a partnership with legal capacity which, upon conclusion of a legal transaction, acts in the exercise of its commercial or independent professional activity. The natural person who opens a profile must be authorized to perform effective legal acts and conclude contracts for the corresponding company, legal entity or partnership.

- 1.3.2 The conclusion of a contract and the use of our online services are expressly not intended for consumers in the sense of § 13 BGB. Documentmanagement.systems does not conclude contracts with consumers. Consumers are not allowed to register as "Software-Vendor" or as "Software-Reviewer" or within any other use with created accounts in our online services.

- 1.3.3 Our website, as well as our services, are also intended exclusively for fully contractually capable users over 18 years of age. Minors are not allowed to register as a "Software-Vendor" or "Software-Reviewer", or any other use of our online services within the scope of created accounts.
- 1.3.4 Should a contract be concluded with a consumer or with a minor due to the pretence of untruthful facts, these GTC shall apply. The provider also points out that in this case he can contest the contract on the grounds of fraudulent misrepresentation.
- 1.3.5 The provider is also entitled to check the entrepreneur status of its users at any time. In particular, he can demand suitable proofs from the customers. If the Customer does not comply with such a request or if the Provider has sufficient evidence that the Customer does not have entrepreneur/company status, the Provider is entitled to withdraw from an already concluded contract with immediate effect.

## 1.4 Changes to the General Terms and Conditions of Business and Use

The provider reserves the right to change these terms and conditions at any time, even within the existing contractual relationships. Documentmanagement.systems can offer the participants changes of these terms and conditions with a period of notice of two weeks. The changed conditions will be sent to the users in writing or by e-mail at least two weeks before they come into effect. The change offer of documentmanagement.systems is considered as accepted and applied, if the change is not contradicted within two weeks after announcement in text form (e.g. by letter, fax or e-mail). The participant will be specifically informed of this consequence in the context of the change offer. If the user objects to the amendment of the GTC, the contract will be continued under the previous conditions.

## II. Registration, conclusion of contract

### 2.1 Establishment of the user relationship

- 2.1.1 A legally binding user relationship between the portal provider and software providers, as well as evaluation users, can only be concluded online using the registration process specially set up for this purpose. The following regulations on the conclusion of contracts apply to orders placed via our "Dashboard" for users at <http://documentmanagement.systems>:

#### 2.1.2 *"Invitatio ad offerendum"*

General applications of the Provider's services in print or online media do not constitute acceptable offers, but are made for advertising purposes only and do not contain any legal binding will of the Provider. In particular, the Provider shall not be legally responsible for whether certain services of the online portal are available. The indication of the availability of online services (in particular of "Advanced", "Premium" packages or "Promotional Packages") in the registration process does not constitute a legally binding offer and is made without the Provider's intention to be legally bound and for information purposes only. The calendar days displayed as "bookable" or "free" also do not constitute any claims by the users and are made without the provider's will to be legally bound. The availability display enables software providers to make an offer for the conclusion of a contract of use only for the periods of time indicated as "bookable". The provider expressly reserves the right to decide whether to accept such an offer.

#### 2.1.3 Offer by a software provider

A legally effective offer to conclude a contract of use is only made by a software provider when the registration with the online portal has been completed and the registration has been received by the provider. In order to complete a registration, the respective software provider must enter all data required in the registration and booking process and marked with a mandatory field completely and truthfully. The offer shall only be deemed to have been submitted at the time when the registration arrives in the provider's server area.

The registration is done in the following steps:

- (1) Adding a listing via the "Add Listing" button
- (2) Creating an account, filling out the listing profile with your own information and pictures and selecting the appropriate package
- (3) Check the information and submit the profile for verification/activation by clicking on the button "Submit Listing"
- (4) In case of an "Advanced" or "Premium" Account this step (4) is additionally part of the legally effective offer: Filling in the "Billing Details" in the Checkout. Re-check or correction of the respective data entered. Binding order via payment with Stripe.
- (5) Wait until the profile has been released by the portal provider. The check can take some time, but no longer than 48 hours.
- (6) Should your profile not be activated by the portal provider in the rare case, we will contact you first to correct any existing errors / gaps in the profile. If we are unable to activate your profile, you will receive an e-mail with a corresponding message, as well as a refund of any amounts already paid, minus the fees for Stripe and/or credit cards.

#### **2.1.5 Offer by an evaluation user**

A legally effective offer for the conclusion of a contract of use will only be made by the evaluation user upon completion of the registration and upon receipt of the registration by the provider. In order to complete a registration, the Evaluation User must enter all data required during the registration process and marked with a mandatory field completely and truthfully. The offer is only deemed to have been submitted at the time when the registration arrives in the Provider's server area.

#### **2.1.6 Access of the offers**

If two registrations with identical or conflicting bookings are made in a similar period of time, the offer that arrives first in the server area of the Provider shall be deemed to have been made first. The order in which the registrations and bookings are received does not constitute a claim for the user to accept the offer on the part of the provider. The provider expressly reserves the right to accept or reject an offer to conclude a contract of use after checking the user.

#### **2.1.7 Acceptance by the provider**

We confirm the receipt of the order immediately by an automatically generated e-mail (confirmation of receipt); however, at the latest after 48 hours. This does not yet constitute an acceptance of the offer. Acceptance of the offer is made with a (second) confirmation e-mail on the conclusion of a user contract, after checking the correctness and completeness of the data entered during the registration process and after checking the availability of the online service requested by the user (at the latest within 5 working days).

- 2.1.8 At this point, it is again pointed out that by creating a profile and completing the registration process, users agree to these terms and conditions, as well as the [privacy policy](#), the [guidelines for product entries, as well as the ratings and the community guidelines](#).
- 2.1.9 By submitting an offer to conclude a contract of use for the use of the services of our online portal, you acknowledge that you are fully and exclusively responsible for all content that you generate and enter on our online portal. Both the software providers and the evaluation users are obliged to provide complete and truthful information about their company and the natural persons behind it, who appear for the respective software provider or evaluation user within the scope of the conclusion of the contract.
- 2.1.10 We save the contract text and send you the order data and our terms and conditions by e-mail. You can also view these terms and policies at any time at <https://documentmanagement.systems/policy>. You can view your past orders in our customer area under "my account" - "orders" or <https://documentmanagement.systems/my-account/orders/>.

## 2.2 Chargeable additional options

- 2.2.1 After successful registration only software vendors have the possibility to extend their free "Basic Software Vendor Account" to an "Advanced Software Vendor Account" or a "Premium Software Vendor Account" for a fee. The prices, as well as the availability, are based on the information provided in the online portal.
- 2.2.2 Documentmanagement.systems will announce price changes in good time, so that the software provider can terminate the contractual relationship in compliance with the contractually agreed notice period, with termination before the new prices come into effect. If the software provider does not exercise this right and continues to use the services of documentmanagement.systems after the date of validity of the price change, the price change will become binding for both parties to the contract. Billing will then be based on the price change.
- 2.2.3 After successful booking of a Basic, Advanced or Premium Software Vendor Account, software providers have the possibility to book so-called "Promotion Packages" for a fee.
- 2.2.4 The availability and prices of promotion packages are based on the respective offers in the portal and can be changed by the provider for a subsequent booking. The display of availability of online services (especially of "promotion packages") in the registration process does not represent a legally binding offer by the provider and is made without any intention of legal obligation and only for information purposes for which period of time the software provider can make offers.

An offer for booking a promotion package is made as follows:

- (1) To book a specific position in the ranking on "Explore", or the main page of documentmanagement.systems, go to the so-called "Promotion" function after creating your profile via your account, or via the link <https://documentmanagement.systems/promotion-benefits>, or via "My Listings".
- (2) In the overview, please select the listing for which you want to improve the ranking.
- (3) Select the date from which the promotion should start and the duration and confirm both by clicking the "Book Now" button.

- (4) Fill out the "Billing Details" in the checkout. Check and, if necessary, correct the respective data entered. Make the binding order by paying with Stripe.
- (5) Please wait until the promotion has been checked, confirmed and activated by the administrator. This can take up to 48 hours, but no longer.

## 2.3 Registration / Login and access to the portal

- 2.3.1 The use of certain services of documentmanagement.systems requires the user to register on the online portal. Only registered users are allowed to create profiles of DMS or to add ratings of DMS to the database of documentmanagement.systems, as well as to book promotion packages.
- 2.3.2 For the user's personal data collected during registration, our notes on data protection apply. See section VIV. 9.1 and our Privacy Policy.
- 2.3.3 Registration is only permitted for companies that are of full age and have full legal capacity within the meaning of § 14 BGB (German Civil Code), as well as legal entities or partnerships with legal capacity (see also Section I.1.3). Only companies that are providers of software in the field of document management (or similar) and companies that use software in the field of document management (or similar) can register.
- 2.3.3 In order to register successfully on the online portal, all users are obliged to enter all data required for the registration completely and truthfully and to transmit them to the provider. In particular, the customer guarantees that he/she will enter his/her correct company e-mail address and a secure password when registering. The user is obliged to keep all data required for registration up to date and, in the event of subsequent changes to the data, to update them independently, at the latest within two weeks of the change, or to notify the portal provider of the change in text form within two weeks.
- 2.3.4 Upon registration and during the ongoing contractual relationship, documentmanagement.systems is entitled to require users to submit an excerpt from the commercial register and/or trade register and other documents and information that appear necessary or appropriate for registration or maintenance of the contractual relationship.
- 2.3.5 The e-mail address and password are the access data for using the services of documentmanagement.systems which require registration. The user must check the correctness of the data provided when registering for the first time and whenever changes are made. Insofar as the user is given the option of selecting a user name and password to log into the portal during the registration process, he is obliged to keep these access data secret, not to pass them on to third parties and to protect them from access by unauthorized third parties. Access to the portal may only be granted by the users and the persons authorized by him. This also applies to the access data of individual users of a company, if a company has several accesses. documentmanagement.systems will not pass on a user's password to third parties and will never ask the user for the password by e-mail or telephone. If there is any reason to fear that unauthorized third parties have obtained or will obtain knowledge of the access data, the user must report this immediately to documentmanagement.systems and change the password.
- 2.3.6 The user is basically liable for all activities carried out using his access data. If the user is not responsible for the misuse of the access data because there is no violation of the existing duty of care, the user is not liable. In all other respects, the user is liable for third-party use within the scope of the statutory provisions.

### **III. User fees**

- 3.1 The use of the online portal and the correspondingly activated functions is free of charge with a "Software Reviewer Account", as well as with a "Basic Software Vendor Account" (with the exception of promotional campaigns).
- 3.2 The use of the Online Portal with an "Advanced" Software Vendor Account and a "Premium" Software Vendor Account, as well as the booking of "Promotional" Packages is subject to a fee.
- 3.2 The monthly fees (incl. discounts for long-term bookings/reservations of promotion positions) are currently shown in the advertisement in the online portal of the software vendor dashboard, under "Promotions". The fees for booking Advanced and Premium accounts can also be viewed in the online portal. The fees are net fees and are subject to the currently applicable value added tax, depending on the delivery address of the software provider.
- 3.2.4 The fees are binding for the respective period booked by the user and are not changed by the provider for the duration of the contract. This does not affect the right to redefine the fees within the framework of newly concluded contracts.
- 3.2.5 The invoice is sent by e-mail after booking an additional option with costs. Payment is due immediately after booking. The user is in default by means of a reminder from the provider or after 30 calendar days after the due date. The provider is entitled to charge the user for reminders a fee for the additional costs incurred. As soon as the User is in default of payment, the Provider is entitled to charge the User interest on the amount owed in the amount of nine percentage points above the base interest rate.
- 3.2.6 For payments with a voucher, the booking of the voucher code only applies in the online booking process. A subsequent discount on bookings made is not possible.
- 3.2.7 Payment is made via the payment method specified by the provider: Stripe.  
The fee for chargeable additional options is payable to

**Christoph Weingärtner Unternehmensberatung**

**Christoph Weingärtner**

**Strombergstr. 18**

**D-70188 Stuttgart**

Stripe address: [billing@documentmanagement.systems](mailto:billing@documentmanagement.systems)

### **IV. Term of contract, termination**

#### **4.1 Contract period**

##### **4.1.1 Contract term for Software Vendor Basic Accounts and Software Reviewer Accounts**

- (1) By successfully registering as a software provider with a "Basic Account" or as a software reviewer, the user relationship is entered into for a minimum period of three calendar months. After expiry of this period, the user relationship is automatically extended (as a Basic Account free of charge) by a further three months in each case, unless the user declares the termination in text form, observing a period of notice of two months.
- (2) Software providers with basic accounts and evaluation users are not entitled to have their usage relationship extended by the provider. The provider expressly reserves the right to

extend the user relationship. If the provider does not wish to extend the corresponding user relationship, he will inform the user by sending an e-mail.

4.1.2 Contract term for Advanced Software Vendor Accounts and Premium Software Vendor Accounts: The booking of "Advanced Accounts" and "Premium Accounts" can be booked for a minimum period of 365 calendar days and can be extended at any time by sending an email to info@documentmanagement.systems. An extension of the contract period is not automatic and must be booked by the user.

4.1.3 Contract period for promotion packages

The promotion packages can be booked for the minimum duration of 30 calendar days up to 360 calendar days, depending on availability. The booking refers exclusively to the process registered in the system and is not automatically extended. The availability of the respective promotion packages depends on the availability displayed in the system. The periods indicated as "free"/"bookable" are intended for information purposes only and do not constitute a legally effective claim of the software provider to a booking.

## 4.2 Termination of contract

4.2.1 The contractual relationship ends with the expiration of time and depends on the individually booked period.

4.2.2 Contractual right of withdrawal in case of overbooking for technical reasons

Our online portal is technically up to date and is checked and maintained for errors at regular intervals. However, the provider reserves a contractual right to withdraw from the contract in the unlikely event that the system is overbooked for technical reasons with regard to the booking of promotion packages. In the unlikely event of an overbooking for technical reasons, the Provider will select with which software provider he enters into the contractual relationship and for which software provider he rejects the booking. The periods indicated as "free"/"bookable" are for information purposes only and do not constitute a binding offer by the software provider.

4.2.3 Contractual right of withdrawal in the event of non-payment

The provider is entitled to withdraw from the contract if the user owes the provider a substantial part of the agreed remuneration (at least 50%) for a period of at least 60 calendar days despite reminders.

4.2.4 Contractual right of withdrawal in the event of lack of entrepreneurial /company status

The conclusion of a contract of use and the corresponding use of our online services is exclusively reserved for companies in the sense of § 14 BGB, as well as legal entities and partnerships. The provider is entitled to check the entrepreneur status of his users at any time. In particular, he can demand suitable proof from the customer. If the customer does not comply with such a request or if the provider has sufficient evidence that the customer does not have entrepreneur status, the provider is entitled to withdraw from an already concluded contract with immediate effect.

4.2.5 Contractual right of withdrawal for important reason

The Provider is entitled to reject offers from users to register on the online portal and requests to book promotion packages without giving reasons. Furthermore, the provider is entitled to withdraw from the contract for important reasons. An important reason shall be deemed to



exist in particular if the User seriously violates the rules set out in these policies (Specifically clause V.5.1). An important reason is also given if the provider cannot reasonably be expected to continue the contract of use until the expiry of the agreed term of contract, taking into account the individual case, in particular the fault of the user and weighing up the interests of both parties. The right to extraordinary termination for good cause remains unaffected.

#### 4.2.6 Right of withdrawal

The users' right of revocation is based on the statutory provisions. If a user makes use of his legal right of revocation, the provider is entitled (but not obliged) to immediately delete the profile and all posted contents of the respective user, so that the user's listings and posted contents can no longer be retrieved on the online portal.

#### 4.2.7 Legal consequences of termination or withdrawal

The contractual relationship ends immediately upon receipt of the notice of cancellation or the declaration of withdrawal to the user. From this point on, the user may no longer use his access to the online portal. This does not apply to the user's right to back up his data until 30 calendar days after the end of the contract. If the user wishes to make use of his right to backup his data, he must notify the provider within a period of 7 days after exercising his contractual right of withdrawal. At the latest after 7 calendar days have elapsed, the provider can block the user name and password. The Provider is entitled to irretrievably delete all data created in the course of use after 30 calendar days have elapsed since receipt of the notice of termination/cancellation and after any statutory obligations to maintain confidentiality have expired.

4.2.8 If the provider is legally obliged to refund a payment already made by the user due to a premature termination of the contract or for any other reason, the provider is entitled to pass on the fees charged for the refund to the user. This does not apply if the user is not responsible for the reason why a refund has to be made.

## **V. Obligations of the users**

### **5.1 Rules and obligations to be respected**

The software providers and evaluation users guarantee and assure us to the best of their knowledge and belief the following:

- 5.1.1 That you have all necessary rights, powers, authority and authority to enter into our terms and conditions on documentmanagement.systems and to perform your contractual obligations hereunder.
- 5.1.2 That under no circumstances will you post or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, otherwise protected and confidential information learned or disclosed as part of employment relationships, or information that must not be disclosed under nondisclosure agreements)
- 5.1.3 Users who list software as part of documentmanagement.systems Services commit themselves exclusively to provide serious software listing information and content, to carefully and truthfully compile the information transmitted to us about the offer, and to deactivate it immediately if the offered software is no longer available.

- 5.1.4 You assure us to the best of your knowledge and belief that you will make every effort to avoid the following:
- (1) Wrong and/or incorrect information in the company address / profile / software listing.
  - (2) Multiple settings of the same software as multiple listings.
  - (3) The possibility that customers searching for software may be made aware of an offer that does not actually exist by providing unspecific or even incorrect information (this includes incomplete offers, incorrect address details or geographical assignments, etc.)
  - (4) The referral of interested parties to Internet or telephone services against payment (especially 0190 or 0900 numbers).
- 5.1.5 The provider's rights from the contract with documentmanagement.systems are not transferable. You assure us that you will not allow any other person or organization to use your account.
- 5.1.6 You assure us that you will not use any clickjacking attacks / frames or framing techniques, for example to insert trademarks, logos or other copyrighted information from our websites or from our other providers, without our express consent in text form.
- 5.1.7 You assure us that all information and content that you upload, publish, send by e-mail, transmit in any other way or make available to us or third parties on our website, as well as all product listings, trademarks, logos, screenshots and answers to user ratings, are correct and free of any encumbrances by third parties and that you also have the necessary rights to them.
- 5.1.8 You represent and warrant to us that all information you publish or make available, including without limitation as part of any registration or application or to gain access to our websites or services, is true, accurate and not misleading.
- 5.1.9 You assure us that when publishing product offers / product information on our websites, you will comply with the [guidelines for offer entries and guidelines for comments and evaluations](#) and that you assume the entire liability for the submission of your content via our websites.
- 5.1.10 You may not
- (1) generate automatic, fraudulent or otherwise invalid website visits, requests, conversions, clicks or other actions
  - (2) intentionally misrepresent your company, products and services, or
  - (3) advertise something illegal or participate in illegal or fraudulent business practices and/or practice them on our online portal
  - (4) Furthermore, you may not instigate or authorise third parties to engage in the above-mentioned behaviour.
- 5.1.11 You assure us that you will not publish or otherwise provide any content, offers, or linked offers and/or content on our websites that violate the rights of third parties and/or that are illegal and/or unlawful, harmful to minors, malicious, defamatory, infringing, are abusive, racist, sexist, defamatory, paedophilic, pornographic, obscene, or invasive of another's privacy, promote illegal activities and/or conduct, or violate the Criminal Code or any other applicable laws, rules, or regulations We may remove such content or links from our website immediately.
- 5.1.12 You warrant to us that you will not post or otherwise make available any Content that contains a software virus or any other code files or programs designed to interrupt, destroy, impair or

otherwise limit the functionality of any computer software or hardware or telecommunications equipment.

- 5.1.14 You warrant to us that you will not forge headers or otherwise alter and/or manipulate identifiers in order to disguise the origin of any content published on the Websites.
- 5.1.15 You warrant to us that you will not avoid, interfere with, disable, circumvent, reverse engineer, impair, decrypt or otherwise circumvent any technical measures implemented by us to administer and protect our websites and services.
- 5.1.16 You warrant to us that you will not use any automated methods/means or forms of data scraping or data extraction to access, retrieve, download or otherwise collect any content from us, on our websites or related information from any of our websites (except as expressly permitted by us in text form).
- 5.1.17 You also represent and warrant to us that you will not otherwise unauthorizedly use or upload our Content and that you will not create any new links, reposts or references through the use of "engines", software, tools/tools, agents, devices or other mechanisms (including automated scripts, spiders, robots, crawlers and data mining tools).
- 5.1.18 You assure us that you will not collect or "harvest" personal and/or individual data ("Personal Data") from other users of this website or software providers without their consent for the purpose of sending unsolicited and/or unsolicited commercial mass mailings, "spamming" or for other illegal purposes.
- 5.1.19 You assure us that you will only use our website and services via the interfaces expressly approved by us and defined in these General Terms and Conditions.
- 5.1.20 While you are permitted to link to us and quote from us within the scope of the right to quote, you may not copy or make available our content, or our website, or any part of our website, except for your personal use, to any other person for access or use except as expressly permitted by these Terms of Use or as otherwise expressly authorized by us.
- 5.1.21 You assure us that you will set up and maintain all necessary data protection measures and necessary data security precautions during the entire contract period. This essentially refers to the careful and conscientious handling of logins and passwords. Furthermore, you must ensure that data of users who access your profile via our website are treated in accordance with the current data protection regulations and/or that users who access your website via our website are also treated in accordance with these regulations.
- 5.1.22 You assure us that you will inform us immediately of all technical, legal and content changes occurring in your area, insofar as they are likely to impair the performance of services or the security of our online portal.
- 5.1.23 You agree to cooperate in the investigation of attacks by third parties on our online portal, insofar as this is necessary and to grant us all necessary powers of attorney, as well as to actively participate in the investigation of the facts.
- 5.1.24 You assure us that you will keep your services and the contents of your profile, which you publish on our website, available for other users during the entire period of use of our website and that these presented contents are available for other users. If your services published on our website are not (no longer) available or if technical difficulties arise in your sphere or in the sphere of your server area, you are obliged to inform us immediately in text form.

- 5.1.25 Any action which is likely to impair the smooth operation of the portal, in particular excessive load on the provider's systems, is also prohibited.
- 5.1.26 If a user should become aware of any illegal, abusive, contract-violating or other unauthorized use of the portal, he/she must contact the provider immediately. The provider will then check the process and, if necessary, take appropriate steps.
- 5.1.27 The user is obliged to correct or delete the content he has posted, if it does not meet the requirements for the design of advertisements. The user must also ensure that files transmitted by him do not contain viruses or comparable harmful programs.

## 5.2 Powers of the provider in case of violations of the rules

- 5.2.1 At our discretion, we may monitor and terminate your activities on our Websites and/or edit or remove content that violates these Terms and Conditions, including, but not limited to, the rules and obligations of conduct set out in V.5.1. However, the provider is not obliged to do so, as the content is third-party content for the provider in terms of § 8 Telemediengesetz (TMG). In the event of a breach of the rules described in clause V.5.1, the portal provider is entitled at any time to discontinue or reject the User's intention to post certain contents and/or to remove contents immediately and without prior consultation with the User. The portal provider shall inform the User of any rejection or deletion of content, stating the reasons.
- 5.2.2 If there is a suspicion of illegal or punishable acts, the provider is entitled and, if necessary, obliged to check the activities of the user and, if necessary, to initiate suitable legal steps. This may also include forwarding the facts of the case to the public prosecutor's office.
- 5.2.3 In the event of failure to comply with one of the obligations of conduct set out in Clause V.5.1, the Provider is entitled to immediately deactivate the affected software listings. If the non-compliance is culpable, the provider is further entitled to terminate the contract with the respective software provider without notice for good cause and to immediately block access to the documentmanagement.systems database system.
- 5.2.4 Furthermore, documentmanagement.systems may take the following measures in particular if there are concrete indications that a user is violating legal regulations, the rights of third parties or these terms and conditions - in particular, the rules and obligations of conduct described in V.5.1:
  - (1) Deletion of listings, images and links or other contents that have been posted on documentmanagement.systems,
  - (2) Delay in the publication of content posted at documentmanagement.systems
  - (3) Warning of software providers or users,
  - (4) Limitation of the use of the documentmanagement.systems service,
  - (5) Temporary blocking of the profile of certain software providers or users
  - (6) Permanent blocking of the profile of certain software providers or users
- 5.2.5 When choosing the measures mentioned in section V.5.2.4, documentmanagement.systems takes into account the legitimate interests of the user concerned. In particular, it is of importance whether there are indications that the participant is not at fault for the violation.

### 5.3 Release from claims

Users indemnify documentmanagement.systems from all claims made by third parties against documentmanagement.systems due to the violation of their rights by the provision of information in profiles or due to other use of the documentmanagement.systems service by the user. The participant also assumes the costs of the necessary legal defence by documentmanagement.systems, including all court and legal fees. This does not apply if and insofar as the user is not responsible for the infringement. Documentmanagement.systems reserves the right to assert further claims.

## VI. Content of online services

6.1 The provider makes the following services available to users under the domain documentmanagement.systems.de: Software providers and companies using document management software are brought together via the online portal provided by the provider. For this purpose, after successful registration and in compliance with the conditions described in Section II and the rules and conduct described in Section V.5.1, users are given the opportunity to post their own content in their profile and/or to access and evaluate third-party content.

### **Online services for registered software vendors**

6.2 Profiles for Software Vendors

All software vendors registered in our online portal have a vendor account (basic, advanced and premium account), which may also include special services when booking promotion packages. Each software provider receives a public profile, which can be accessed via the website, where they can present their document management system. The dashboard allows Software Vendors to access their profile and make changes and updates. The Software Publisher Profiles contain descriptions of the respective Publisher's products (including the name and logo of the Publisher, as well as the product name and description). Registered software vendors post the descriptions of their product and company themselves via the dashboard on our online portal.

6.3 The software providers are obliged to provide the following mandatory information in your profile:

- (1) Name of the company,
- (2) Name of the software to be distributed
- (3) Websites of the company
- (4) Address and contact details of the company
- (5) A description of the software
- (6) Selection of features suitable for the software
- (7) Screenshots of the software
- (8) If available a video about the software in English language

6.4 If the software providers do not provide all of the mandatory information just mentioned in their profile, or if this information turns out to be incorrect, the provider is entitled to supplement the profiles of the software providers from publicly accessible sources. In particular, in order to make the contents of the portal meaningful and to present them in a way that is appealing to users and to avoid false information. If a software provider does not

agree with the addition to his profile, he can contact the provider. You can reach us at the e-mail address [info@documentmanagement.systems](mailto:info@documentmanagement.systems).

#### 6.5 Dashboard for Software Vendors

The "Dashboard" on [documentmanagement.systems](http://documentmanagement.systems) for software providers is a self-service tool that the provider makes available for use by software providers so that they can manage their profiles and promotion packages or their other bookings.

#### 6.6 Promotion packages for software vendors

For software providers there is the possibility to book so-called "Promotion packages" for a fee. The prices and availability depend on the respective offers in the portal and can be changed by the provider for a subsequent booking.

#### 6.5 Other services for software providers

For information on current (paid) services for software vendors (such as marketing support), please contact [info@documentmanagement.systems](mailto:info@documentmanagement.systems).

#### 6.6 **Evaluation of software and software providers by evaluation users**

[Documentmanagement.systems](http://documentmanagement.systems) provides a system for evaluating software providers. After successful login with a reviewer account, the rating system allows to save software profiles as bookmarks - publicly viewable - in the user profile. Furthermore, companies with reviewer accounts can rate the products of the software providers and give reviews about the document management software of the software providers. Software vendors can respond to the reviews of [documentmanagement.systems](http://documentmanagement.systems) review users. The evaluation system is an integral part of the [documentmanagement.systems](http://documentmanagement.systems) service. The software vendors' ratings are displayed in connection with the software vendor profile; there is no possibility to deactivate the ratings.

6.7 [Documentmanagement.systems](http://documentmanagement.systems) provides with the evaluation system only the technical requirements for the transmission of information (evaluations and answers). [Documentmanagement.systems](http://documentmanagement.systems) has no influence on the content of the evaluations.

6.8 Users may not misuse the evaluation system. An abusive use shall be deemed to exist in particular if

- (1) the software provider positively influences his evaluation results or those of other software providers through self-produced or commissioned evaluations, through the dissemination of false information, through the granting of special conditions or other incentives, or through threats or comparable influences on [documentmanagement.systems](http://documentmanagement.systems) users,
- (2) the software provider negatively influences the evaluation results of other users through self-created or commissioned evaluations, through the dissemination of false information or through threats or comparable influences on [documentmanagement.systems](http://documentmanagement.systems) users, or
- (3) the participant is involved in a breach of the rules of conduct set out in point V.5.1. and/or the [Community guidelines](http://documentmanagement.systems/terms-conditions/) (<http://documentmanagement.systems/terms-conditions/>) .

6.9 The provider reserves the right to check and verify the user ratings, in particular with regard to compliance with the rules applicable under clause V. 5.1. However, the provider is not obliged to do so, as the content is third-party content within the meaning of § 8 TMG. Subsequently, the user ratings can be activated and published by us. There is, however, no

claim to the publication of a particular review. The provider also points out that the reviews created by the users do not represent our opinions, but the opinions of our review users.

- 6.10 The user is fully responsible for the content he/she has posted. The provider is not responsible for the completeness, correctness, legality, topicality, quality and suitability for a specific purpose of the contents.
- 6.11 Software Vendors acknowledge and agree that the Vendor, as website operator, only provides a platform for user-generated reviews and assumes no liability or warranty for these reviews.
- 6.12 The rules and behavioral obligations of the evaluation users are defined decisively in section V.5.1 of these GTC and the Community Guidelines. All reviews by users must comply with these guidelines. Furthermore, all users of our websites agree to these TOS and the Community Guidelines, as well as their compliance with them, as soon as they access and use our website and services. The applicable [Community Guidelines](http://documentmanagement.systems/terms-conditions/) can be found under the following [link](http://documentmanagement.systems/terms-conditions/) (<http://documentmanagement.systems/terms-conditions/>). If you do not wish to agree to these terms and conditions, you should not access or use our websites, their functions and services and in particular you should not write reviews.
- 6.13 In particular, compliance with the rules and behavioural commitments defined in clause V.5.1 should ensure the following in the evaluation of DMSs by evaluation users:
- (1) A fair examination of the submitted ratings by the provider.
  - (2) Only verified and reviewed assessments should be posted. The submitted user ratings will be checked by us and evaluated for plausibility. Only after successful verification will the ratings be published.
  - (3) Software vendors should be given the opportunity to respond to any evaluation of their product and to deal with that evaluation in an expert manner.
- 6.14 Should a software provider be concerned by a review created by a review user, he can contact us. You can reach us at the e-mail address [info@documentmanagement.systems](mailto:info@documentmanagement.systems).
- 6.15 In the event of a complaint against the content of an evaluation, the evaluation user is obliged to cooperate to the best of his ability in clarifying the facts of the case. For this purpose, the evaluation user shall in particular answer inquiries from [documentmanagement.systems](http://documentmanagement.systems) regarding the facts of the case within 14 days by e-mail or in writing (at the request of [documentmanagement.systems](http://documentmanagement.systems)).

## **VII. Rights of the provider, in particular right of use and copyright**

Our website consists of content created by us, our software providers and our software users. This section explains the usage and copyright laws.

### **7.1. Rights of use**

- 7.1.1 The users declare and guarantee to the provider that they are the sole owner of all rights to the contents posted by them on the portal or that they are authorized by the owner of the rights to post the corresponding contents on the portal.
- 7.1.2 The users (software providers as well as rating users) retain all rights to the content they have placed in his profile. The users grant [documentmanagement.systems](http://documentmanagement.systems) and its affiliated companies the following non-exclusive, unlimited, worldwide, irrevocable, royalty-free,

transferable, temporally and spatially unlimited rights (including the right to grant sub-licenses) to the submitted content:

- (1) the archiving and database right, i.e. the right to archive the contents in any form and in particular to record them in digital form, to place them in databases and to store them on all known storage media and on any data carriers (e.g. CD, CD-ROM, DVD, memory cards, hard disks, video cassettes, etc.)
- (2) the right of reproduction and distribution, i.e. the right to store the contents as desired, to reproduce them and to make them accessible or distribute them in whole or in part in electronic or other media (e.g. magazines, newspapers, trade press, posters, flyers, brochures, newsletters), for advertising on our websites, as well as on the websites of our advertising partners. This can also be done in the following ways: in the form of online advertising banners from Documentmanagement.systems or our cooperation partners, in the context of so-called retargeting marketing, in which visitors to the Documentmanagement.systems website are specifically addressed again with advertising for products which they have previously viewed on our online portal.
- (3) the right to edit, the right to link the content with other content (text, images, hyperlinks, trademarks, logos, etc.) and other advertising material and to use these links in accordance with this agreement. As well as the right to edit the content or have it edited, in particular to reduce, enlarge, divide, shorten, modify and use these edits in accordance with this agreement (Documentmanagement.systems will not change the user's content statements and information. However, the provider is entitled to supplement the mandatory information mentioned in section 6.3 with public sources).
- (4) the right to use and demonstrate the contents for presentations such as Power Point presentations, in-house and at public events such as trade fairs, seminars and training courses;
- (5) the right to feed the contents into any database and store them there.

7.1.5 The users agree that the provider is entitled, permanently and beyond the period of the user relationship, to publish the information and content made available to the provider by the user when creating and updating his profile on his online portal and to maintain the profiles of the respective users (software providers and evaluation users) and present them in a publicly accessible manner on the online portal.

## 7.2. Product lists and modification

7.2.1 The software provider product lists, can be supplemented by the portal provider through the adjustment of further, up to now not yet listed document management software from publicly accessible information, in order to illustrate a comprehensive picture of the document management software available on the market. These software vendor accounts created by us are similar to basic software vendor accounts and are created for the purpose of content management and administration of our websites. In this context, the portal provider is entitled to place descriptions of a provider's products (including the name and logo of the provider, as well as the product name and description) in the portal, which have been taken from publicly available sources and publicly available company information.

7.2.2 Documentmanagement.systems reserves all rights to the product directory and grants the software provider (after conclusion and a user contract and in compliance with the rules according to clause V.5.1) a free or paid license for use and update. Depending on the availability of promotion packages, the Software Publishers may influence the order of the



product directory in the "Sponsored" order (hereinafter also referred to as "modified product directory"). The Provider expressly reserves all rights to the order of the modified product directory. Furthermore the provider reserves the following rights:

- (1) We may make minor changes to the modified product directory (including the addition of our own content), particularly for testing and quality control purposes to improve usability. However, we assure to keep the changes to a minimum. The top 15 places in "Sponsored" sorting depend on the respective booking by the respective software providers and are not bindingly changed by us depending on the booking.
- (2) We may publish the modified product directory on our partner websites or on the websites of our advertising partners in order to increase the awareness of our website.

## 7.3 Copyright

- 7.3.1 All data, information, logos, texts, programs and images of the profiles and other content posted via the documentmanagement.systems service (e.g. ratings and answers within the rating system) as well as features, listings, filters, profiles and functions (including software, text, image, video and audio files, etc. as well as their design, selection and arrangement) of the website and database may be subject to copyright.
- 7.3.2 The contents available on the portal, insofar as they are not those of the users, are predominantly protected by copyright or other protective rights and are in each case the property of the provider, the other users or other third parties who have made the respective contents available. The compilation as such is possibly protected as a database or database work in the sense of §§ 4 Abs.2, 87a Abs.1 (copyright law) UrhG.
- 7.3.3 The permitted use of this content results from the framework specified in the portal. The user is prohibited from editing, modifying, translating, presenting or demonstrating, publishing, exhibiting, copying or distributing these contents in whole or in part - outside the dashboard provided for this purpose. The rights of the respective author and participant remain unaffected. The user may continue to freely dispose of his own data and information.
- 7.3.4 The user, as well as third parties, may not use the data obtained through queries, either in full, in part or in excerpts, for the creation of their own database in any media form and/or for commercial data exploitation or provision of information and/or for any other commercial exploitation. The linking, integration or other connection of the database or individual elements of the database with other databases or meta-databases is not permitted.
- 7.3.5 Within the scope of these terms of use, the user has the right to make individual data records visible on his screen and to make a printout for permanent visualization exclusively by using the online search masks provided by Documentmanagement.systems. An automated query by scripts, by bypassing the search mask by search software or comparable measures are not permitted.
- 7.3.6 All intellectual property rights not expressly granted in this section are expressly reserved to the provider and the respective owners of the rights.

## VIII. Responsibility of the provider and liability

## 8.1 Responsibility for contents and links

- 8.1.1 Users are solely responsible for the content they place on the portal and for the content of linked websites. In particular, they shall be responsible for ensuring that the content is not illegal and does not contravene the rules and obligations of conduct under V.5.1, and in particular that no third-party rights (e.g. copyrights or trademark rights) are infringed.
- 8.1.2 According to § 7 Telemediengesetz (TMG) the service provider is responsible for his own contents on the portal according to the general laws. However, according to §§ 8 TMG, the provider as a service provider is not obliged to monitor transmitted or stored third-party information or to search for circumstances that indicate illegal activity (so-called third-party content). In particular, the portal provider assumes no responsibility, liability or guarantee for the completeness, correctness, legality, topicality, quality of the third-party content, or the suitability of the third-party content for a specific purpose. The same applies to third-party content on linked external websites. Third-party content is defined as all content contained in the profiles for document management systems, as well as such content that has been posted on documentmanagement.systems.de in the context of reviews, ratings and comments.
- 8.1.3 The portal contains links to external websites of third parties, over whose contents the provider has no influence. Therefore, the provider cannot assume any liability for these contents. The respective provider or operator of the sites is always responsible for the contents of the linked sites.

## 8.2 Limitation of liability

- 8.2.1 Documentmanagement.systems is liable for damages, except in case of breach of essential contractual obligations, only if and to the extent that documentmanagement.systems, its legal representatives, executives or other vicarious agents are guilty of intent or gross negligence. In case of breach of essential contractual obligations, documentmanagement.systems is liable for any culpable behaviour of its legal representatives, executives or other vicarious agents. The term "essential contractual obligations" refers to such obligations whose fulfilment is essential for the proper execution of the contract, on whose compliance the user may regularly rely and whose violation endangers the achievement of the purpose of the contract.
- 8.2.2 For consumers documentmanagement.systems is only liable for intent and gross negligence. However, in the case of a breach of essential contractual obligations of the debtor's default or the impossibility of performance for which documentmanagement.systems is responsible, documentmanagement.systems is liable for any culpable behaviour of its legal representatives, executives or other vicarious agents.
- 8.2.3 A liability for the compensation of indirect damages, especially for loss of profit, exists only in case of intent or gross negligence of legal representatives, executives or other auxiliary persons of documentmanagement.systems.
- 8.2.4 Except in cases of intent or gross negligence on the part of legal representatives, executives or other vicarious agents, documentmanagement.systems' liability is limited to the amount of damages typically foreseeable at the time of contract conclusion.
- 8.2.5 The aforementioned exclusions and limitations of liability towards entrepreneurs or consumers do not apply in the case of explicit guarantees by documentmanagement.systems and for damages resulting from injury to life, body or health as well as in the case of mandatory legal regulations.

8.2.6 Documentmanagement.systems is not liable for loss of data as well as costs of useless data entry during the registration process.

## 8.3 Warranty

8.3.1 Due to the technical conditions, an uninterrupted availability of the services of the portal cannot be guaranteed. The services of documentmanagement.systems are deemed to have been rendered if the profiles posted by the software providers, in the order of the product directory as modified by promotion packages, can be posted to the databases and retrieved from the databases at an annual average rate of 95%.

8.3.2 Not included in the availability are the times required for the maintenance of the system and interruptions for offline backups - each within reasonable limits - as well as interruptions due to force majeure or other causes which documentmanagement.systems cannot avoid. The provider will carry out the maintenance work on Sundays between 3 pm and midnight.

8.3.3 Force majeure includes, for example, all unforeseen events and those events whose effects on the performance of the contract are not attributable to either party. In particular, these events include lawful industrial action, including in third-party companies, official measures, disruptions in the area of line providers, other technical disruptions, even if these circumstances occur in the area of subcontractors, sub-suppliers or their subcontractors or in the area of operators of sub-nodal computers authorized by the Provider, failure of communication networks and gateways of other operators.

## IX. Data protection, other provisions

### 9.1 Data protection

The personal data of the user collected by the provider within the scope of registration and portal use are only collected, stored and processed as far as this is necessary for the contractual provision of services and permitted by legal regulations or ordered by the legislator. The provider will treat this data confidentially and in accordance with the provisions of the applicable data protection law and will not pass it on to third parties. Further details can be found in our data protection declaration.

### 9.2 Text form requirement

Unless otherwise expressly stated in these General Terms and Conditions of Business and Use, all declarations made in the course of participation in the portal must be made in text form (e.g. by e-mail). The e-mail address of the portal provider is: info@documentmanagement.systems

### 9.3 Set-off and right of retention

The user is only allowed to offset a counterclaim if it is undisputed or legally established.

### 9.4 Contract language

Only German and English are available as contract languages. In the rare case of any wrong translations, the German version shall apply in case of doubt.

## 9.5 Applicable law

As a B2B portal, the contract of use including these General Terms and Conditions of Business is subject in application and interpretation exclusively to the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1998 is excluded.

## 9.6 Place of performance, place of jurisdiction

The place of performance is 70188 Stuttgart. Stuttgart is agreed as the place of jurisdiction for all claims arising from or in connection with the contract of use, including these General Terms and Conditions, provided that the user is a merchant within the meaning of the German Commercial Code. The same applies if the user moves his residence abroad after conclusion of the contract or does not have a general place of jurisdiction in Germany.

## 9.7 Assumption of contract

documentmanagement.systems is entitled to transfer its rights and obligations from this contractual relationship in whole or in part to a third party with a four week notice period. In this case, the user is entitled to terminate the contract of use.

## 9.8 Severability clause

Should individual provisions of these GTCs be or become invalid or ineffective in whole or in part, the validity of the remaining provisions shall not be affected. In place of any unincorporated or invalid provisions of these GTCs, statutory law shall apply. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to find an effective provision that comes as close as possible to the economic purpose of the invalid provision.

## X. Customer Service

Our customer service is available for questions, complaints and suggestions on weekdays  
**from 10:30 to 17:30 o'clock**

under:

**Phone: 0176/55540210**

**Fax: 0176/55540210**

**E-Mail: [info@documentmanagement.systems](mailto:info@documentmanagement.systems)**

We look forward to your call.

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\*\*\*\*\* Last updated December 2020\*\*\*\*\*