

Terms of Use for TopicPilot including Privacy Policy

of DOCUFY GmbH, Kirschhackerstraße 27, 96052 Bamberg (hereinafter "DOCUFY")

1. Subject

1.1. The subject of these terms of use is the transfer and licensing of DOCUFY's TopicPilot app to users of the app. The TopicPilot app is a universal platform for displaying third-party content (hereinafter: "Content Provider(s)"), in particular documents or structured information (hereinafter "Content").

1.2. DOCUFY provides the technical infrastructure for displaying content via the TopicPilot app. The content is provided exclusively by the Content Providers. The use of the content may be subject to further conditions of the respective content Provider; in particular, Content Providers may make the user's access to content dependent on prior activation of the user. If DOCUFY itself offers content, the separate conditions for TopicPilot content apply.

1.3. Information on the respective Content Provider and any conditions for the use of the content will be provided by the Content Provider within the app.

2. Registration, user account, technical prerequisites for using the TopicPilot app

2.1. The TopicPilot app requires certain technical prerequisites on the part of the user (e.g. certain versions of an operating system, minimum display size for optimal display of the content). The specific prerequisites are specified in the respective download offer for the TopicPilot app. In particular, the technical prerequisites may change when updating or deploying new versions of the TopicPilot app.

2.2. The use of the TopicPilot app is possible without the need to register with DOCUFY. Only sample content can be accessed in such cases.

2.3. In order to access content, an accreditation with the respective Content Provider is required. The access data must be kept secret and protected from access by third parties. Keywords must be selected and changed in accordance with the state of the art. Further regulations result from the conditions of the respective content provider.

2.4. Accessing or updating content in the TopicPilot app requires a data connection to the DOCUFY server and Content Provider. A high data transfer volume can be generated through such access. This could result in corresponding costs for the user depending on their telecommunication tariffs.

3. Other obligations of the user

3.1. The user will refrain from measures that may endanger the IT security and stability of the TopicPilot app. In particular, the user will not access any information or data without authorisation, interfere with the TopicPilot app or penetrate DOCUFY's or the Content Provider's data networks without authorisation or promote such penetration or artificially generate network load, insofar as such actions do not correspond to the intended use of the contractual services. The user is also responsible for taking security precautions to protect against malware and viruses that could damage the TopicPilot app or content.

4. Services provided by DOCUFY

4.1. The TopicPilot app is available for download free of charge for various operating systems of mobile devices. DOCUFY is free to further develop, modify, discontinue the TopicPilot app at its own discretion or to make future versions subject to remuneration.

4.2. Insofar as DOCUFY makes a new version or an update to the app available, the user will check - using the information they receive about the changes - whether they wish to install the changes and whether the technical prerequisites of the new version of the app are met prior to installation. DOCUFY does not offer or restore previous versions of the app.

4.3. DOCUFY has no obligation to provide the user with any specific app availability in app stores nor any obligation to provide the content that can be accessed via the app.

5. Rights of use

5.1. The TopicPilot app is subject to intellectual property rights, in particular copyrights of DOCUFY. The content accessible via the TopicPilot app may be subject to corresponding rights of the Content Providers, which may be subject to separate regulations. In particular, Content Providers may limit the possibility of using content in terms of time, space or subject matter.

5.2. The user will receive a non-exclusive, revocable right to run, display and use the TopicPilot app in accordance with its function and the purpose of the contract for a limited period of time during the term of the contract. The use per account of DOCUFY can be limited to a certain number of devices. The rights of the user only exist in relation to the version of the app properly installed on their mobile device and such rights are not transferable.

5.3. Unless required to exercise legally binding powers pursuant to Section 69d ff. German Copyright Act (UrhG) or otherwise stipulated in these terms of use or otherwise, the user is specifically prohibited from using the TopicPilot app:

- to rent, lend or otherwise make it available to third parties for a limited period of time;
- to back-translate, decompile, compile, disassemble, edit, port, translate or otherwise rework it;
- to reproduce, distribute, broadcast, publicly reproduce or otherwise make it available to third parties;

to remove, suppress or change any trademarks, other attributes or copyright notices that are contained in the TopicPilot app or accompanying products.

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6. Privacy Policy

6.1. The access possibilities of the app vis-à-vis the resources of the mobile device accepted by the user during installation of the TopicPilot app are used by DOCUFY exclusively within the scope of the contractual purpose. Otherwise, no personal data of the user is collected, processed or transferred by DOCUFY. The data generated during use is also examined, if necessary, for the purpose of troubleshooting and fault prevention.

6.2. Personal data is collected and used by the Content Provider on the basis of the data protection regulations of the respective Content Provider.

7. Term and termination, effects of termination

7.1. The contract for the provision of the TopicPilot app is concluded for an indefinite period of time.

7.2. The user can terminate this contract at any time, without the need to observe a notice period, by deleting the TopicPilot app. DOCUFY may terminate this contract subject to observing a notice period of 14 days. In such cases, the user is obliged to delete the TopicPilot app. After deletion of the user account by the user, DOCUFY will delete the user's data, unless there is a legal obligation to retain the data.

8. Liability

8.1. DOCUFY is liable without contractual limitation in accordance with the statutory provisions for damages (i) which are based on a breach of a guarantee assumed by DOCUFY or on the fact that DOCUFY has fraudulently concealed a defect, (ii) resulting from injury to life, limb or health, (iii) for damages other than those mentioned in the clause above (ii) which are based on an intentional or grossly negligent breach of duty by DOCUFY or otherwise on intentional or grossly negligent conduct by a legal representative or vicarious agent of DOCUFY or (iv) in accordance with the German Product Liability Act.

In cases other than those mentioned above (i) – (iv), the following applies: (v) DOCUFY is liable for compensation for the typical and foreseeable damage insofar as the damage is based on a negligent breach of material obligations by DOCUFY or by a legal representative or vicarious agent of DOCUFY. Material obligations are those obligations, the fulfillment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer regularly relies and may rely; (vi) otherwise, DOCUFY's liability for only negligent conduct is excluded.

8.2. The Content Provider is solely responsible for the content provided by the Content Provider via the TopicPilot app. DOCUFY accepts no guarantee or liability for this content, in particular its accuracy, completeness, freedom from third-party rights or economic exploitability.

9. Miscellaneous

9.1. The legal relationship between the contracting parties is subject exclusively to the law of the Federal Republic of Germany. The provisions of the United Nations Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 do not apply. Insofar as this contract cannot be attributed to the professional or commercial activity of the user (the contracting party is the consumer), this choice of law does not affect the protection by mandatory provisions of the law in which the consumer has their habitual residence.

9.2. If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is the registered office of DOCUFY. DOCUFY may, however, take legal action against the user at their general place of jurisdiction.

End of the TopicPilot Terms of Use (Last updated: 8/2015)