

## Terms of Use for TopicPilot Content – DOCUFY Content

### 1. Provider of the content

The provider of the content regulated in these terms of use is DOCUFY GmbH Kirschhackerstraße 27, 96052 Bamberg (hereinafter “DOCUFY”)

### 2. Subject

The subject of these terms of use is the provision and licensing of technical or device-related information such as photos, graphics, tables, texts or audio and video data (hereinafter collectively referred to as “DOCUFY Content”) by DOCUFY (hereinafter “Content Provider”) to the user of the TopicPilot application (hereinafter “Content User”). The TopicPilot application (hereinafter “TopicPilot”) can either be used via an app or a web browser and is subject to further conditions of the TopicPilot provider.

### 3. Provision and use of content

**3.1.** DOCUFY Content is provided by the Content Provider at their own discretion and is activated for the Content User on an individual basis. For this purpose, the Content User registers an individual user account. The registration can be made either via the TopicPilot app or via the website. The Content User must provide their name and a valid e-mail address when registering. The access data must be kept secret and protected from access by third parties. Passwords must be selected and changed in accordance with the state of the art.

**3.2.** The Content Provider has the possibility to assign the Content User to one or different user groups within the features of TopicPilot. The Content Provider can also define tiered access permissions for user groups. Subject to deviating individual agreements between the Content Provider and the Content User, it is the sole discretion of the Content Provider to assign the Content User to a user group.

**3.3.** Insofar as the Content User logs into the TopicPilot app with their user account, they are given the opportunity to use the DOCUFY Content activated for their user groups within the features of TopicPilot.

**3.4.** Subject to deviating individual agreements between the Content Provider and the Content User, the Content Provider is authorised to adapt, modify as well as completely or partially exclude DOCUFY Content from the provision at any time. A claim to the provision of certain content is not justified by these terms of use or the provision of the DOCUFY Content.

**3.5.** The provision of the DOCUFY Content does not imply any liability for the suitability of the DOCUFY Content for the purposes of the Content User, nor does it assume any liability for the accuracy or correctness of the content. Insofar as sources for the DOCUFY Content are specified, the Content User will check, prior to using the content, whether the source justifies the specific use of the content.

### 4. Rights of use

Unless otherwise agreed, the Content User is granted simple, revocable rights to DOCUFY content that cannot be licensed or sub-licensed and are limited to the term of the contract for the use of the DOCUFY Content provided within the intended features of TopicPilot.

### 5. Liability

The Content Provider 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 the Content Provider or on the fact that the Content Provider 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 Content Provider or otherwise on intentional or grossly negligent conduct of a legal representative or vicarious agent of Content Provider or (iv) in accordance with the German Product Liability Act.

In cases other than those mentioned above (i) – (iv), the following applies: (v) The Content Provider is liable for compensation for the contractually typical and foreseeable damage insofar as the damage is based on a negligent breach of material obligations by the Content Provider or by a legal representative or vicarious agent of the Content Provider. 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 Content Provider regularly relies and may rely; (vi) otherwise, the Content Provider's liability for only negligent conduct is excluded.

### 6. Privacy Policy

The Content Provider will only use personal data entered by the Content User when using the program to the extent that such use is necessary for the Content User's use in the context of the contractual purposes. There is no transfer of data to third parties. This does not affect any authority based on law or separate concrete consent of the Content User.

### 7. Term and termination

**7.1.** The contract for the provision of DOCUFY Content is concluded for an indefinite period of time.

**7.2.** The Content User may terminate this contract at any time, without the need to observe a notice period, by deleting the TopicPilot app for the DOCUFY Content. The Content Provider may terminate this contract subject to observing a notice period of 14 days. In such cases, the Content Provider will cancel the rights of use assigned to the respective user account once the termination is effective. The right to terminate the contract for good cause remains unaffected for both parties.

### 8. Final provisions

**8.1.** 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 of the country in which the consumer has their habitual residence.

**8.2.** 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. However, DOCUFY may take legal action against the user at their general place of jurisdiction.

End of Terms of Use for TopicPilot Content (Last updated: 10/2015)