

d.velop store GTCs

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1 Introduction

- 1.1. The d.velop store, provided by d.velop business services GmbH, Schildarpstraße 6-8, 48712 Gescher, Germany (hereinafter "**d.velop**"), is a catalog of web-based applications (apps) that are connected to each other via the d.velop cloud platform basic apps (**basic apps**). Among other things, the store enables users to purchase the apps on demand over the Internet for (immediate) use and to rate apps. These apps can be from third parties (third-party apps) or d.velop.
- 1.2. These General Terms and Conditions ("GTCs") only govern the process of purchasing d.velop apps and third-party apps (including app builders) via the d.velop store. In the latter case, since we, d.velop, only act as an intermediary for the third-party apps, a direct contractual relationship for the purchase of the third-party apps is established between you and the respective app builder, in addition to the intermediary relationship that is established between you and us. The contractual provisions of the third-party (e.g. general terms and conditions, service level provisions, support conditions, etc.) shall apply to these third-party contractual relationships in addition to these GTCs.
- 1.3. The terms and conditions between you and us also include the following documents, the current version of which you can view at any time on the d.velop cloud platform and each time you purchase one of our apps:
 - [Data Processing Agreement for d.velop cloud \(DPA\)](#) including the [TOM annex](#)
 - [Non-disclosure Agreement \(NDA\)](#)

The following additional terms and conditions also apply to the purchase of d.velop apps and d.velop basic apps.

- [Customer Conditions Platform \(CCP\)](#)
- [d.velop cloud Platform Service Description](#)
- [d.velop cloud Platform Service Level Agreements \(SLA\)](#)
- [d.velop cloud Support Guidelines](#)

The aforementioned annexes shall take effect at the same time as these GTCs.

- 1.4. For all third-party apps provided in the d.velop store, the own conditions (especially GTC, DPA, Service Description, SLA) of the App Builder apply in addition to these d.velop store GTC.
- 1.5. These GTCs apply exclusively. General terms and conditions that differ from these shall not enter into the agreement. Such terms and conditions are expressly excluded. The priority of individual agreements between the Parties over these GTCs remains unaffected.
- 1.6. The d.velop basic apps are required to use any app, regardless of whether it is a d.velop app or a third-party app. The d.velop basic apps are an integral part of the cloud services offered on the d.velop cloud platform. They are available to you free of charge after you register on the d.velop cloud platform.

2 Use of B2B

- 2.1. The d.velop store is exclusively available to companies (Section 14 of the German Civil Code (BGB)), public bodies or special funds under public law (collectively "customers"). If you agree to the conditions on behalf of your company, you declare that you have the authority to represent that company or body and bind it to the conditions you accept. If you do not have these powers or do not agree to these conditions, you may not use the d.velop store.
- 2.2. Consumers within the meaning of Section 13 of the BGB are not permitted to use the d.velop store. Inquiries from consumers must be addressed to d.velop separately.

3 Registration

- 3.1. The d.velop store can be accessed at any time via a browser or the apps installed on your IT system without registration.
- 3.2. To purchase apps from the d.velop store, you must be registered as a user of our d.velop cloud platform. You are given the opportunity to register each time you visit the d.velop store or when you purchase an app for the first time.
- 3.3. You accept the GTCs when you register on the d.velop cloud platform and with every order placed in the d.velop store. These GTCs also apply as a framework agreement for future use of the store, without us having to refer to them separately in each individual case.
- 3.4. The d.velop basic apps are provided to you free of charge when you register for the d.velop cloud platform, but at the latest with the first purchase of an app in the d.velop store. Further information can be found in the service description for the d.velop cloud platform.
- 3.5. You are prohibited from disclosing the login credentials made available to you, in particular the password. Please inform us if you have reason to suspect that a third party has obtained knowledge of your password or that the password is being or is likely to be used in an unauthorized manner. You agree that, to the extent permitted by applicable law, you are responsible for all activities that occur under your account and/or password.

4 Purchasing and Using Apps

- 4.1. For all apps provided in the d.velop store, in addition to these d.velop store GTCs, the special conditions (especially GTC, DPA, Service Description, SLA) of the app itself that are included in the corresponding purchase agreement between you and the app builder respectively d.velop shall apply.
- 4.2. By viewing the app's detail page in the d.velop store you can see the provider of an app - d.velop or the app.
- 4.3. By clicking on "Order Liable to Pay," you make us or the respective app builder an offer to purchase the app for a respective fee. After your order transaction is complete, you will receive an order confirmation from us by e-mail. This order confirmation does not constitute acceptance of the offer you made by submitting your order. The agreement will be concluded upon receipt of a separate order confirmation by e-mail, which you will receive from us or the

app builder shortly after your order is placed. At the latest, however, the agreement will be concluded when you are provided with the app you purchased.

- 4.4. d.velop always handles the billing of the services (based on the metrics defined by the app builder) so that we can offer you a pleasant customer experience in the d.velop store. d.velop also handles support, even for apps from app builders, if offered. You can find details about the scope of services in the [d.velop cloud Support Guidelines](#).
- 4.5. The products and services offered in the d.velop store are always subject to confirmation and are non-binding, unless they are expressly designated as binding in the store. Illustrations, drawings and other materials found in the store ("**product information**") are for general presentation purposes only. We therefore reserve the right to make changes and correct errors in product information.

5 Prices and Terms of Payment

- 5.1. All prices for the apps you purchase are in addition to statutory value-added tax.
- 5.2. Invoices are always delivered electronically, and they can also be retrieved in your admin area in the cloud center. All invoices are due and payable immediately and without a discount.

6 App Builders

- 6.1. As described above, app builders provide apps in the d.velop store that you can purchase and use. These apps must first undergo strict quality control. It is therefore not possible for app builders to make their apps available in the d.velop store without prior approval by d.velop.
- 6.2. Links to app builders' website may be found in the d.velop store and on the d.velop cloud platform. The app builders bear full responsibility for the contents of these pages.

7 Ratings

- 7.1. You can provide ratings in the d.velop store in the form of points and written reviews, as long as the ratings
 - are not illegal, obscene, abusive, threatening or defamatory and do not invade someone's privacy or infringe on someone's rights,
 - do not otherwise injure third parties and are not prohibited,
 - do not consist of or contain software viruses, political campaigns, advertising messages, chain letters, mass mailings or any form of spam.
- 7.2. The ratings will appear under the name you used to sign in to the store, or they can be anonymous if you wish. We reserve the right to remove or edit reviews. You grant d.velop the non-exclusive, royalty-free right to use, reproduce, publish, make available and modify this content worldwide and in all relevant media.
- 7.3. If third parties claim that the ratings violate or infringe on the rights of third parties, you release d.velop from any costs and damages related to defending against such claims. If third parties assert such claims, we will notify you immediately and, at your request, cede the

defense against the third-party claims to you, while providing you with all information, statements and powers necessary to carry out the defense.

8 Access to Data by App Builders

Each app is strictly isolated from the other apps using technical means. It is therefore not possible for the apps to independently access data from other apps. If an app needs to access the data of another app, the data is accessed via HTTPS using defined interfaces while maintaining the authorizations of the user who called the request. Apps that are not officially produced and provided by d.velop may transmit documents and data to non-d.velop systems during normal use, within the scope of the particular user permissions. Exact details are described in the respective GTCs for the apps. d.velop is not responsible for the transmission or use of your data and documents by apps provided by app builders.

9 Disclaimer

d.velop does not guarantee or warrant for the reliability, completeness, usefulness or quality of the app builder apps and their contents. These aspects are governed by the terms and conditions of the respective app builder apps, for which the respective app builder is responsible. You agree that you bear all risks that may arise in connection with using or trusting third-party apps and their contents in the store on the d.velop platform.

10 Miscellaneous

The law of the Federal Republic of Germany shall apply exclusively to the entire contractual relationship between the parties, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions; Art. 3 para. 3, para. 4 Rome I Regulation shall remain unaffected. The place of jurisdiction is, unless otherwise prescribed by law, Münster, Westf., Germany.

Should one of the provisions of the contract be invalid, this shall not affect the validity of the remaining provisions. The ineffective provisions shall be replaced by provisions which come closest to the ineffective provisions in economic terms.