

General Terms and Conditions

between the client (end customer)

and



sync.blue GmbH

Sophie-Scholl-Str. 15

45721 Haltern am See

Germany

(Contractor, abbreviated "sync.blue®")

1. Agreed services

1.1 Functionality

sync.blue® provides a cloud service to synchronize address books.

Synchronization in this context means adding and updating (not deleting) contacts.

1.2 Business use

sync.blue®'s services are exclusively for business customers, not private customers.

By creating an account, the end customer confirms on behalf of his or her employer.

To act as a company.

1.3 Hosting

sync.blue® provides its services via the internet. The client receives the service directly.

no direct access to the hardware, servers, programs and source code of sync.blue®.

sync.blue® is entitled to perform maintenance work for at least 2 hours per week.

The aforementioned services will not be available during maintenance work.

sync.blue® hereby informs you that the following circumstances have led to an unscheduled, unavoidable [event/situation].

and may result in non-refundable unavailability:

- Interruptions in accessibility due to changes or disruptions in the area
 - Third parties over which sync.blue® has no influence
- Interruptions due to force majeure
- short-term interruptions of operations that are necessary to address specific issues
 - To prevent risks from potential misuse by third parties (so-called exploits).
 - or to prevent (e.g. through updates)

The sync.blue® systems are backed up regularly. The client has no claim to Release of one of the backup media or restoration of a specific backup, However, there is a right to the reinstatement of the contractually agreed services.

1.4 Support

sync.blue® provides the client with technical support on a "best effort" basis.

Disposal.

The staff assigned to this task communicate in German or English.

Support is available at least via email (service@sync.blue) during normal business hours.

(Available Monday to Friday between 9 am and 5 pm).

On-site support services, i.e. at the client's location, are not part of this contract.

Software problems caused by any of the following are not covered by sync.blue® support.

actions of the client or a third party engaged by him are caused:

- Faulty software configuration,
- Alteration or damage to the software by the client or third parties,
- Changes to the software caused by self-replicating programs (viruses),
- Use of the software for purposes other than those described in the software description intended,
- missing or faulty installation of software, such as provided updates by the client,
- Failure to follow the instructions given in the program documentation regarding Software operation,
- Use of the software in an unauthorized environment.

Provided that sync.blue® provides support and it subsequently turns out that the software problems through the actions of the client or third parties listed above in this contract

If the damage was caused, sync.blue® is entitled to charge for these services in accordance with the applicable terms and conditions. to bill at hourly rates.

1.5 Troubleshooting

The correction of identified errors, regardless of their severity, will be carried out on a "best effort" basis.

Principle.

2. Billing

2.1 Test phase

The client can use sync.blue® free of charge with unrestricted functionality for 14 days. test.

2.2 Paid tariffs (TEAM / BUSINESS / ENTERPRISE)

A contract is concluded either through online ordering (<https://app.sync.blue/activate>) or _____

The contract is concluded after the offer, order and order confirmation.

Billing is generally carried out according to the conditions stated in the offer. If not

If otherwise agreed, the following applies:

- Billing is based on "Named Users" and therefore explicitly not on "Concurrent" Users".
- Actual usage (number of users) will be recorded annually without prompting until at least 4 weeks before automatic contract renewal by the client reported.
- If ordering after the special price shown in the offer has expired, the regular price applies. Price (usually shown directly next to it in the offer and marked with a strikethrough).

- In case of doubt, the contractor has the right to verify the actual use by a
to have it checked by an independent third party at one's own expense.

2.3 Credit notes

Credit notes ("invoice corrections") are credited to the customer account and entitle the customer to further payments.
but not for payout.

2.4 Non-use

The client acknowledges that a payment obligation exists regardless of the actual
The service is in use. The service is provided by the contractor.
continuously and thus fulfills the contractual performance obligation.

A refund or credit note due to non-use of the service is excluded.
unless the non-use is due to circumstances within the responsibility of the

The provider is located there.

The contractor reserves the right, in exceptional cases and at its own discretion, to...
to offer credit notes or other goodwill-based solutions. This does not set a precedent for
This represents future cases and does not constitute an acknowledgment of any legal obligation.

2.5 Payment methods

Unless otherwise agreed in writing, payment will be made via a valid deposited account.
Payment methods (SEPA direct debit, credit card, PayPal) and expressly not by
Bank transfer ("On account").

The client agrees to receive an online invoice as a download (instead of being sent via [method of delivery]).
(Mail or Post) agreed.

This is due within 7 days of invoicing.

In the event of late payment by the client, sync.blue® is entitled to suspend services after a single payment reminder.

The reminder with a written (via email) deadline of 7 days is to be discontinued and is to be used for

The transfer of necessary data to a debt collection agency is authorized.

In the event of late payment by the client, sync.blue® is entitled to suspend services after a single payment reminder.

The reminder with a written (via email) deadline of 60 days is to be discontinued and is

authorised to pass on necessary data to a debt collection agency.

2.6 Contract duration

Unless otherwise offered, the minimum term corresponds to the one selected upon activation.

The billing interval is monthly or annually and is therefore one month or 12 months.

The contract then automatically renews for the selected term, taking into account...

of the then current price range.

2.7 Termination

For annual billing, the notice period is 3 months; for monthly billing, it is 3 months.

2 weeks before the end of the contract term.

The cancellation was submitted online via <https://app.sync.blue/cancel/> or demonstrably by post

(Registered mail with return receipt) should be sent.

3. Services to be provided by the client

For efficient communication, the client appoints a central contact person.

his page, through which communication with sync.blue® takes place.

The client creates and checks backups of their data before, during, and after using sync.blue®. Software systems and contacts.

The client understands and accepts that sync.blue® is unable to...

Original state (as before using sync.blue®) of his software systems and address books to restore or, if necessary, to remove contact duplicates caused by sync.blue®.

The client is responsible for configuring their own software and hardware.

He is responsible for configuring them so that sync.blue® can synchronize with them.

accepts that sync.blue® owes no performance here if the synchronization is due to

It may not work due to a missing or faulty configuration.

3.1 Getting in touch

The client is aware of being contacted by telephone or in writing by the

The client or its partners agree to product support.

3.2 Data protection

The contracting parties undertake to comply with the applicable data protection regulations.

to comply with, in particular the General Data Protection Regulation ("GDPR") and the

Federal Data Protection Act. This applies within the scope of contractual service provision.

Since personal data is processed by sync.blue®, the parties therefore conclude with

Conclusion of a contract that complies with the requirements of Article 28 GDPR

Order processing.

3.3 Liability

sync.blue® is liable to the client only for intentional or grossly negligent acts.
caused damage.

In the case of slight negligence, sync.blue® is not liable for financial losses.
indirect damages, in particular consequential damages, unforeseeable damages or
Unusual damages and lost profits are excluded.

A legally mandated strict liability of sync.blue® - in particular
Liability under the Product Liability Act and statutory warranty liability remains unaffected.
The aforementioned limitations of liability remain unaffected. The same applies to liability in cases of culpable negligence.
Injury to life, body or health.

Technical data, specifications and performance figures in public statements,
Especially in advertising materials, there are no specifications regarding the software's quality.
This is governed by the description in these terms and conditions. Furthermore, the software must...
suitable for the use stipulated in this contract and otherwise a
exhibit characteristics that are typical for software of the same type.

sync.blue® will deliver the software in a condition suitable for contractual use.
Provide and maintain. The obligation to maintain the software does not include adapting it.
changed operating conditions and technical and functional developments, such as the
Adaptation to the functional scope of competing products or the manufacture of
Compatibility with new data formats.

The strict liability for damages for defects that were already present at the time of contract conclusion
The possibility that they were present is ruled out.

No claims for damages can be made against sync.blue® - neither by the client, nor from their affiliated companies, end customers, partners or other third parties.

3.4 Other contractors

sync.blue® can at any time use subcontractors or partners for parts or the entire fulfillment of a contract. Use this contract.

3.5 Product customizations

Changes, additions, restrictions and cancellations of the contract product are sync.blue® is permitted within the framework of its general product policy. A condition for this is... Notice period of at least 4 weeks to the client.

3.6 Resale

The product sync.blue® is intended exclusively for end customers' own use. Resale is prohibited regardless of the method (reselling, rebilling, white labeling, etc.). Recommendations are very welcome.

3.7 Rights

With the paid tariff, the user only acquires a time-limited, non-unlimited access. Transferable right of use for sync.blue®. All other rights remain expressly with sync.blue® or the rights holders of used product components.

3.8 Brand usage

The client may only use the sync.blue® trademark in word or image with written permission. use publicly accessible media.

3.9 Marketing

sync.blue® reserves the right to use the client's company name or logo as

To use as a reference for other customers and prospective clients. The client can do this at any time.

You may object in writing without affecting the rest of the contract.

3. Other

Amendments and additions to this contract must be in writing; this also applies to any

Abolition of this written form requirement.

The contractual relationship is governed by the law of the Federal Republic of Germany, excluding the [unspecified])

UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is the registered office of sync.blue®.

Both contracting parties agree to refrain from any legal dispute before it arises.

to participate in a mediation process facilitated by an independent third party. The costs will be

The costs are borne equally by both contracting parties.

Should individual provisions of this contract be invalid or unenforceable, or after

If a contract becomes invalid or unenforceable, the validity of the contract remains unaffected.

The remainder of the contract remains unaffected. In place of the ineffective or unenforceable provisions...

The provision should be replaced by an effective and enforceable regulation whose effects the

closest to the economic objective that the contracting parties intended with the ineffective

or have pursued an unenforceable provision. The foregoing provisions apply.

similarly in the event that the contract proves to be incomplete.