

General Terms of Service (GTS)

for contracts against payment, which are concluded via www.verso.de/en/shop between

VERSO GmbH
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– hereinafter referred to as „VERSO“ or „Us“ –

and

the visitors of www.verso.de/en/shop who acquire the product and the right to use the product and accompanying services as part of the ordering process described in § 4–

hereinafter „Customer“ or „You“ –

§1 Scope

(1) For the business relationship between VERSO and the customer, the following General Terms of Service shall apply exclusively in the version valid at the time of the order.

(2) The General Terms of Service can be displayed, saved and printed out as a PDF under <https://verso.de/en/general-terms-of-service>.

(3) Deviating or supplementary terms and conditions of the customer are not recognised unless VERSO expressly agrees to their validity in writing.

§2 Definitions

(1) Our website is available under www.verso.de/en

(2) (2) The "Customer Area" ("My Account") on our website can be accessed by logging in with the user name (or e-mail address) chosen by the customer in the course of the initial order and the personal password.

(3) The "Product" or the "VERSO Platform" is one of the versions of an IT platform for the administration of information in the "Corporate Social Responsibility" (CSR) field listed in § 3 paragraph 1, which is made available online and is used independently by the customer via a browser.

(4) "Updates" are updates of the product.

(5) "Upgrades" are additional modules for the product.

(6) "Services" means the consulting and support services offered by us accompanying the Product.

(7) "Users" are employees or business partner of the Customer, who have access to the Product in the role of "Administrators" or "Editors" at the Customer's request

§3 Service description

(1) The VERSO platform is available in the versions "CSR Starter", "CSR Hub" and "CSR Ambassador". Customers can also purchase upgrades to extend the VERSO platform.

(2) The VERSO platform is made available to the customer by subscription. The amount of the monthly fee depends on the version and on the type and number of users specified by the customer.

(3) The customer shall have the one-off opportunity to try out the VERSO platform for 14 days free of charge. To do so, the customer simply has to click on the "Test now" button and then follow the instructions. The customer can switch from the test to the full version by purchasing one of our products during the 14-day test phase. Otherwise, the trial period ends automatically at the end of its expiry.

(4) Further details on the product scope and additional modules can be found in the detailed service description under www.verso.de/en/shop

§4 Conclusion of contract

(1) The posting of our products and services on the website www.verso.de/en/shop constitutes a binding offer to the customer to conclude a contract under the terms and conditions specified in the respective description.

(2) After selecting the desired product and/or services, the customer will be asked to provide personal and payment details. The Customer declares the binding acceptance of our offer by clicking the button "buy now". A legally binding contract between VERSO and the customer is thereby concluded. The customer is obliged to make payment in accordance with § 6 of these General Terms of Service.

(3) The subject of this contract is the product and/or services listed in the overview "Your order" before the submission of your binding acceptance of the contract. Our services depend on your selection of products and/or services. Details can be found in the product or service description on the website.

(4) VERSO shall confirm the conclusion of the contract to the customer by e-mail. The e-mail reflects the essential content of the order. The processing of your order and the transmission of all information required in connection with the conclusion of the contract is carried out - partly automatically - by e-mail. You must therefore ensure that the e-mail address you have deposited with us is correct, that the receipt of e-mails is technically ensured and in particular that it is not prevented by SPAM filters.

§5 Service

(1) In principle, the customer uses the VERSO platform independently. VERSO shall provide the customer with updates within the period of his subscription without additional costs.

(2) VERSO shall support the customer with various consulting and support services, such as implementation work, training and other services in connection with the VERSO platform, insofar as the customer has acquired the right to use these services.

(3) Details on the type and scope of the consulting and support services can be found in the service description under www.verso.de/en/shop

§6 Terms of payment, duration and prices

(1) After the order (see § 4 paragraph 2) the customer is obliged to pay the agreed subscription fee for the product. Payment is due within thirty (30) days from the date of invoice. Services booked by the Customer will be invoiced separately.

(2) Payment may be made by invoice or credit card.

(3) The monthly subscription fee is debited annually in advance using the payment method indicated by you. For the second and following years, the due date is the anniversary of the invoice date mentioned in paragraph 1; the invoice can be accessed in the customer area of our website.

(4) The term of a subscription is one year from the invoice date and is automatically renewed for a further year in each case if you do not cancel your subscription with three (3) months' notice to the end of the term. If you cancel your subscription, your account will be automatically closed at the end of the term. Please refer to § 11 for further information on cancellation.

(5) The prices for the VERSO platform, additional modules and services can be found in the offer in our web store and the [price list](#) valid at the time of ordering. VERSO may adjust the prices at the point in time at which your subscription would automatically renew if you were informed of the price adjustment at least three (3) months in advance via your customer account. If the customer does not accept the price adjustment, he shall be entitled to terminate the contract in accordance with § 11 (5).

(6) The Customer agrees to receive invoices exclusively in electronic form. Any objections to an invoice must be made in good time, i.e. before the end of the due date (see paragraph 1 sentence 2). If no objection is made in due time, the invoice shall be deemed to be approved.

§ 7 Rights and duties of the customer

(1) The customer shall be entitled to use the VERSO platform within the framework of the current state of the art for his business operations during the term of the agreement, but he shall bear the costs of purchase and maintenance of the equipment, connections and software required to use the VERSO platform. The customer is further entitled to use all materials created on the basis of his content even after termination of the agreement with VERSO.

(2) The customer shall be entitled to transfer the contract with the prior written consent of VERSO, whereby VERSO may not refuse consent without reasonable cause.

(3) The customer undertakes to use the VERSO platform only in accordance with these General Terms of Service and the written operating instructions (if these exist and are available to the customer).

(4) The customer undertakes to refrain from passing on any access data to the VERSO platform to third parties without the prior written consent of VERSO. The customer undertakes to notify VERSO immediately if there is a justified suspicion that unauthorised persons could have access to the VERSO platform.

§8 Rights and duties of VERSO

(1) VERSO undertakes to grant the customer access to the use of the VERSO platform without delay, but at the latest within one working day of his order; Saturday shall not be considered a working day in this respect. For this purpose, VERSO shall provide the customer with all necessary user identifications.

(2) VERSO undertakes to perform any services in connection with the VERSO platform with care, to rectify any errors immediately or to repeat incorrectly performed services. VERSO is entitled to use subcontractors for the provision of services.

(3) VERSO undertakes to ensure that the VERSO platform is available for use by the customer 24 hours a day, 365 days a year with an availability of at least 97% on an annual average. For details, please refer to § 9.

(4) VERSO is entitled to make backup copies of the customer's content stored on the VERSO platform. If the customer's content is destroyed or changed by the customer's actions and the customer demands that VERSO restore the previous content, VERSO shall be entitled to invoice the customer for the [expenditure incurred](#) in restoring the content.

(5) VERSO is entitled to temporarily suspend the provision of the VERSO platform if the customer breaches the provisions of the agreement or VERSO has good reason to believe that such breach has occurred.

(6) VERSO shall be entitled to further develop and modify the VERSO platform, whereby VERSO undertakes to inform the customer in advance in the event of a significant change to the existing functions. Urgently necessary changes, such as security updates, are not essential changes in the aforementioned sense.

(7) VERSO is entitled to transfer the contract in whole or in part to a third party. The customer shall be informed of this. He shall be entitled to terminate the contract in accordance with § 11 (5).

(8) Unless otherwise agreed or legally required, VERSO is entitled to destroy the customer's content remaining on the VERSO platform sixty (60) days after termination of the contract.

§ 9 Service Level

(1) Outside the use of the test version (see § 3 paragraph 3), VERSO guarantees the customer an availability rate of 97% on an annual average ("service level").

(2) The VERSO platform shall be regarded as available if it is accessible via the Internet outside the facilities in which the VERSO platform is hosted. The following situations are excluded from the availability guarantee:

- Planned interruptions (temporary restrictions of access to the platform necessary in the interest of proper service provision, whereby longer temporary restrictions must be notified to the customer in advance by e-mail)
- Unplanned interruptions that last less than one minute
- Unplanned interruptions lasting longer than one minute but not longer than ten (10) minutes if the number of unplanned interruptions within a month is ten (10) or less
- interruptions due to errors in products or services not included in the product, such as errors attributable to software, hardware or telecommunications equipment used by the customer
- interruptions caused by actions of the customer that are contrary to the platform's operating instructions
- Interruptions due to force majeure or third party fault, such as denial of service attacks
- Interruptions resulting from measures imposed by law or by the authorities.

(3) In the event of interruption of the service, the customer must notify VERSO by e-mail to support@verso.de. The interruption shall be deemed to have commenced when the disruption begins to affect the customer's use of the platform and shall be deemed to have ended when the disruption has been rectified. VERSO shall inform the customer about the rectification of the fault.

(4) Unplanned interruptions in the availability of the platform that last longer than ten (10) minutes, as well as unplanned interruptions that in themselves last longer than one but less than ten (10) minutes and whose number exceeds ten (10) during one month, shall be fully credited to the monthly availability rate (in the latter case from the eleventh unplanned interruption).

(5) Any compensation payment will be offset against the Customer's next invoices. Payment in cash or in any other form of payment is excluded. The amount of the compensation payment is based on the actual monthly availability rate:

- 99,0% - 99,8%: refund of 5% of the monthly subscription fee
- 98,0% - 98,9%: 10% refund of the monthly subscription fee
- 97,0% - 97,9%: 15% refund of the monthly subscription fee
- Less than 97.0%: Full refund of the monthly subscription fee

§ 10 Warranty

(1) The statutory warranty regulations apply. Contrary to § 536a paragraph 1 Alt. 1 BGB, VERSO shall not, however, be liable without fault in the event of a defect existing at the time of conclusion of the contract. VERSO does not guarantee that the customer will achieve a certain economic success with the help of the platform.

(2) A restriction of the availability of the VERSO platform within the limits of the service level (see § 9) is in accordance with the contract and therefore not subject to liability for defects.

(3) Warranty claims due to defects shall become time-barred after one year.

§11 Termination

- (1) To cancel, please follow the cancellation instructions in the customer area of our website.
- (2) Either party may terminate this Agreement without cause by giving at least three (3) months' notice to the anniversary of the Agreement. The anniversary of the effective date of the Agreement following the date of termination, calculated from the invoice date, shall be decisive for the calculation of the period of notice (see § 6 para. 1). In this case, the Agreement shall end on the anniversary following the date of termination.
- (3) Either Party may terminate the Agreement with immediate effect if the other Party substantially breaches the provisions of the Agreement and has not remedied the breach within thirty (30) days after receipt of a written notice to that effect. In the event of termination by the customer due to a breach of contract by VERSO, VERSO shall reimburse the customer for any payments already made by the customer, insofar as they relate to the period after termination.
- (4) In the event of a price adjustment (see § 6 section 5), the customer may terminate the contract by giving thirty (30) days' notice if he does not accept the price adjustment. In this case, the Agreement shall end on the anniversary of the entry into force of the Agreement following the termination.
- (5) In the event of a contract transfer by VERSO (see § 8 (7)), the customer is entitled to terminate the contract with immediate effect within fourteen (14) days of becoming aware of the contract transfer. In this case, VERSO shall reimburse the customer for payments already made insofar as they relate to the period after termination.
- (6) In the event of termination, VERSO shall offer the customer its services to transfer the customer's content to another service provider. For this purpose, the customer must order the transitional services (see [Please insert link to service description]) before termination of the contract. In the event of termination by the customer in accordance with paragraph 3 or by VERSO in accordance with paragraph 5, the customer shall receive free of charge the current status of the information managed on the VERSO platform in PDF format.

§12 Liability

- (1) VERSO shall in each case be liable without limitation for damages arising from injury to life, body or health, in all cases of intent and gross negligence, in the event of fraudulent concealment of a defect, in the event of the assumption of a guarantee of quality, for damages under the Product Liability Act and in all other cases regulated by law.
- (2) If, outside the scope of application of paragraph 1, we have breached essential contractual obligations, our liability in cases of slight negligence shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations are such obligations that arise from the nature of the contract and whose violation would endanger the achievement of the purpose of the contract as well as obligations that the contract imposes on us according to its content in order to achieve the purpose of the contract, whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance you may regularly rely.
- (3) The restrictions in paragraphs 1 and 2 shall also apply in favour of VERSO's legal representatives and vicarious agents if claims are asserted directly against them.
- (4) In the event of breach of insignificant contractual obligations, liability outside the scope of application of paragraph 1 is excluded in the case of slightly negligent breaches of duty.

(5) VERSO shall not be liable if the damage is due to use of the VERSO platform that is contrary to the instructions in the user manual.

§ 13 Intellectual Property Rights

(1) All industrial property rights to the content uploaded to the VERSO platform by the customer remain the exclusive intellectual property of the customer or his licensor. All industrial property rights in connection with the provision of the VERSO platform, including those based on suggestions for improvement by the customer, remain the exclusive intellectual property of VERSO or its licensor.

(2) The customer is responsible for the content of the VERSO platform and must ensure that it neither infringes the rights of third parties nor violates applicable laws. The customer shall indemnify VERSO against claims made against VERSO with the allegation that the content of the VERSO platform infringes the rights of third parties. In addition, the customer is obliged to ensure that VERSO is permitted to make backup copies of the content it has placed on the platform.

(3) VERSO is obliged to use the customer's content exclusively for the purposes of the agreement.

(4) VERSO shall indemnify the customer against claims asserted against the customer with the allegation that use of the VERSO platform - not of the content uploaded by the customer - infringes the rights of third parties, provided that the customer informs VERSO immediately in writing of the alleged infringement, allows VERSO to defend the customer or to conclude a settlement with effect for the customer and, at VERSO's request, provides any information, assistance and necessary authorisations at VERSO's expense. A "third party" in the above sense is not someone who belongs to the same group of companies as the customer.

(5) Should VERSO have reason to believe that the VERSO platform infringes the industrial property rights of third parties, VERSO shall either acquire rights at its own expense which enable the customer to continue using the VERSO platform or modify the VERSO platform so that it no longer infringes the rights of third parties, but at the same time observe the specifications agreed with the customer. If the latter option is not reasonable, VERSO can terminate the agreement in accordance with § 11 section 3.

§14 Changes to the General Terms of Service

(1) VERSO is entitled to make changes, adaptations or additions to these GTS, unless essential provisions of the contractual relationship (in particular the type and scope of the services to be provided by the parties, duration, termination) are included.

(2) This authority to amend shall only exist if there is a valid reason. Such good reason shall be deemed to exist if unforeseeable changes, neither initiated nor influenced by VERSO, disturb the equivalence relationship existing at conclusion of the contract to a not insignificant extent or if, as a result of a change in the law, a regulatory gap has arisen after conclusion of the contract and this gap causes difficulties between VERSO and the customer in the implementation of the contract, which can only be eliminated by amendment.

(3) The customer shall be notified of the amended conditions in text form (e.g. by e-mail or fax) at least six (6) weeks before they come into force. The changes shall be deemed to have been approved if the customer does not object within six (6) weeks of receipt of the notification.

If the customer exercises his right of objection, the changes will not become part of the contract and the contract between VERSO and the customer will continue unchanged. At the beginning of the period, VERSO shall inform the customer separately about the possibility of objecting and the period provided for this purpose. The right of the parties to terminate the current contract between VERSO and the customer (see § 11 (2) of these GTS) shall remain unaffected.

§15 Final Terms

- (1) If only the masculine designation of a person should have been chosen in these GTS, this serves only the better readability; the other genders are naturally considered to be included.
- (2) If one of the provisions of the contract is invalid or unenforceable, the remaining provisions of the contract shall remain fully valid and enforceable to the extent permitted by law. The parties shall attempt, through negotiations conducted in good faith, to replace any invalid or unenforceable provisions with provisions that reflect as closely as possible the original intentions of the parties.
- (3) The contract contains the complete agreement and replaces all previous possible obligations between the parties with regard to the provision of the VERSO platform.
- (4) Failure by either party to enforce any provision of the contract shall not in any way constitute a present or future waiver of that provision. Any waiver must be made in writing to be effective.
- (5) All disputes arising from or in connection with this contract or its validity shall be settled by a sole arbitrator in accordance with the Rules of Arbitration of the German Institution of Arbitration e.V. (DIS) under exclusion of the ordinary course of law. The place of arbitration is Munich. The arbitration language shall be German. The applicable law in the matter is German law excluding the conflict of laws rules.