

End User License Agreement and Terms of Use

§ 1 SCOPE OF USE

ePages grants the user the simple, non-exclusive right, limited in time to the term of the associated contractual relationship for the license rent, to use the contractual software depending on the type of license purchased and its scope of functions.

§ 2 COPYRIGHTS AND THIRD PARTY RIGHTS

(1) The user acknowledges the copyrights of ePages and thus the exclusive rights of use and exploitation of the software.

(2) The user acknowledges the brand, trademark, name and patent rights of ePages to the software and the associated documentation.

(3) Insofar as ePages supplies licensed software from third parties ("embedded licences") integrated into the Contract Software, their use shall only be permitted in conjunction with the ePages Contract Software.

§ 3 SOFTWARE UPDATES

ePages may, at its discretion, provide updates and upgrades to the Software and automatically install them on the Platform.

§ 4 CONTENT MANAGEMENT

(1) The user is fully responsible for the content posted by him. ePages does not assume any responsibility for checking the content for completeness, correctness, legality, quality and suitability.

(2) The user declares and warrants to ePages that he/she is the sole owner of all rights to the content he/she has uploaded to the software, or that he/she is otherwise entitled (e.g. by effective permission of the rights owner) to use the content with the contract software.

§ 5 PROHIBITED ACTIVITIES

(1) The user is prohibited from any activities on or in connection with the software that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors. In particular, the user is prohibited from the following actions:

- The posting, distribution, offering and advertising of pornographic content, services and/or products that violate laws for the protection of minors, data protection laws and/or other laws and/or fraudulent content, services and/or products;
- The use of content that insults or defames other market participants or third parties;
- The use, provision and distribution of content, services and/or products that are protected by law or encumbered with the rights of third parties (e.g. copyrights) without being expressly authorised to do so.

(2) If there is a suspicion of illegal or punishable actions, ePages shall be entitled and, if necessary, obligated to review the user's activities and, if necessary, to take appropriate legal action. This may also include the referral of a case to the public prosecutor's office.

§ 6 TEMPORARY/ PERMANENT NON-ACCESS TO SOFTWARE PRODUCTS

(1) ePages may temporarily block the user's access to the contract software or permanently delete the software license if there are concrete indications that the user is or has been in breach of these terms of use and/or applicable law. When deciding on a blockage, ePages will take due account of the legitimate interests of the user and consult the provider. If the user becomes aware of a possible violation of the law, he will be informed immediately and granted a short-term, reasonable period of time to comment or to remedy the violation of the law.

(2) In the case of temporary access, ePages shall block the user's access authorisation and notify the user thereof by e-mail.

(3) In the event of a temporary blocking, ePages shall reactivate the access authorization after the expiration of the blocking period or after a confirmed correction to the legal violation and shall notify the user of this by e-mail. A permanently blocked access authorization or a deleted software license cannot be restored by ePages.