Terms of Use simcision
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1. scope of application

These Terms of Use apply to all users of the cloud-based application simcision, which is provided under the domain https://app.simcision.com (the "Service"), as well as to the installable desktop application for Windows and Mac, which can be downloaded from the website https://simcision.com. The possibilities of the application depend on the selected licence model.

The service and the desktop application are provided by iCONDU GmbH, Despag-Straße 3, 85080 Ingolstadt ("iCONDU").

2. right of use, data export, maintenance work

2.1 iCONDU provides the service based on a contractual agreement with the user or an organisation ("client company") that enables the user to access the service. Unless the user has concluded an agreement with iCONDU for the use of the service, the user has no claim against iCONDU for the use of the service.

2.2 If the agreement on the use of the service with the customer company ends, the user's ability to use the service also ends. The user then no longer has access to the service or the desktop application. It is the sole responsibility of the user to export and otherwise back up any data stored by them in good time. iCONDU is not obliged to store such data beyond the end of the contract.

2.3 The user has the option of manually downloading their own data from the service individually at any time.

2.4 iCONDU may temporarily shut down the Service for maintenance purposes ("Scheduled Maintenance Periods"). iCONDU will notify users of Scheduled Maintenance Periods at least 24 hours in advance via https://simcision.com. The duration of scheduled maintenance periods shall not exceed 12 hours per month.

3. login data, password, account

3.1 Registration on the service's website is required to use the service. The data requested by iCONDU during registration (first and last name, e-mail address and password, hereinafter referred to as "login data") must be provided completely and correctly. The user is obliged to inform iCONDU immediately of any changes to the registration data. iCONDU will use the

user's contact details stored in the registration data for all declarations to the user in connection with the use of the service.

3.2 iCONDU sets up a user account for each user (the "Account"). Users who no longer wish to use the Service can delete their Account at any time in the settings/profile itself or by sending an email to service@simcision.com. iCONDU will then delete the Account immediately.

3.3 When registering, the user must choose a password that enables him to access his account. The user must treat his password confidentially and protect it against unauthorized access. If the user suspects that their password has become known to a third party or that a third party is using the user's account without authorization, they are obliged to change their password immediately and inform iCONDU of this in writing without delay.

4. team and team administrator

4.1 Users who purchase an "Organisation" licence have the option of purchasing additional licences and inviting other users. Which functionalities are activated is determined by the respective licence agreement.

4.2 Teams have a user who has administrator rights ("team administrator"). Team administrators can invite users to the team or remove users from the team within the scope of their licence volume.

5. removal from a team and deletion of data

5.1 If a team administrator removes a user from a team, the user no longer has access to the team's data.

5.2 The team administrators themselves are responsible for determining whether they are authorized to perform the aforementioned actions in accordance with the agreements with other users and/or the client company. iCONDU accepts no responsibility towards other users for the behaviour of the respective team administrators.

6. rules of behaviour

6.1 Use of the service is only permitted within the scope of the intended functionality. The service must be accessed via a standard Internet browser or the desktop application. Automated access, e.g. via crawler programmes, is not permitted. The user may not use any software or other technical devices that change, expand or jeopardise the functioning of the service.

6.2 The user guarantees that the data processed by him via the service is free of malware. The user may not upload any executable software code to the service.

6.3 The user guarantees that all data posted by him on the service complies with applicable law and morality. The posting of content that
   a. of a discriminatory, racist, violence-glorifying or inhuman nature.
   b. incite or condone criminal offences,
   c. contain pornography or violate the law for the protection of minors or
   d. Infringe the rights of third parties (e.g. copyrights, trademark rights, technical property rights, personal rights)
   is inadmissible.

6.4 The user guarantees that he has all necessary rights to the data that he enters into the service. Insofar as personal data within the meaning of Art. 4 No. 1 of the General Data Protection Regulation is concerned, the user guarantees that the data subjects have consented to the processing of their data or that legal permission has been granted. In such a case, the user is solely responsible for compliance with the data protection regulations in relation to the personal data of the data subjects.

6.5 The user shall indemnify iCONDU against all claims of other users and third parties and shall reimburse iCONDU for all damages and expenses incurred by iCONDU due to a breach of the user's obligations under this Section 6, unless the user proves that he/she is not responsible for the breach.

6.6 iCONDU reserves the right to reject or delete the user's content or to prevent the user from accessing the service if there are facts that suggest a violation of this section 6 or if third parties allege such a violation and the allegation is not obviously unfounded.

7. choice of law

These terms of use are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of the provisions on international private law.