

TaskCards.app - Terms and Conditions

§ 1 Scope, amendment

1. The following terms and conditions conclusively regulate the contractual relationship between dSign Systems GmbH, Waldhausstraße 14, 98574 Schmalkalden (hereinafter: dSign) and the respective Customer and shall apply exclusively. Any terms and conditions of the customers that conflict with or deviate from these terms and conditions shall not be recognised unless dSign has expressly agreed to them in an individual case.
2. dSign reserves the right to amend these terms and conditions at any time without stating reasons. dSign shall notify the customer of the amendment to the terms and conditions at the latest four weeks before the amendment comes into force and shall send it to the customer. If the customer does not object to the amended terms and conditions within two weeks of receipt of the notification of amendment, the amended terms and conditions shall be deemed to have been accepted. If the customer objects to the amended terms and conditions in due time, dSign shall be entitled to terminate the contract at the point in time at which the amended terms and conditions are to enter into force or to continue the contract under the previous terms and conditions.
3. The conclusion of the contract shall take place exclusively in German or English language. These terms and conditions and the contracts concluded with reference to these terms and conditions shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
4. All prices are gross prices in euros including the statutory value-added tax applicable at the time.

§ 2 Conclusion of contract, subject matter of contract, scope of performance, place of performance

1. The respective contract is concluded by the customer's confirmation of the offer submitted by dSign in text form or as part of the order process on the taskcards.de website. During the order process, the customer can use the "order button" to submit an offer to conclude a contract to dSign, which dSign can accept accordingly. dSign is bound to its offer for 14 days.
2. The individual subjects of performance and the scope of the services to be provided by dSign shall result from the contract concluded between the parties and/or the service description and/or the offer sent. In principle, dSign provides SaaS services for the Customer via the medium of the Internet in the area of software (provision of the software from dSign, which is specified in more detail within the framework of an offer, for use via the Internet and granting of storage space on the servers of dSign for the aforementioned purpose). dSign provides the Customer with the agreed software in the respective current version via the Internet against payment for the duration of the respective contract. For this purpose, dSign shall set up the software on a server which can be accessed by the customer via the Internet.
3. dSign shall eliminate all software errors in accordance with these provisions within a reasonable timeframe, subject to technical possibilities.
4. dSign is entitled, but not obliged, to continuously develop the software.
5. dSign shall generally provide the customer with a defined space on a server for the storage of its data. The Customer may store content on this server up to the contractually owed scope. If the storage space is no longer sufficient to store the data, dSign shall notify the Customer of this. The customer can reorder corresponding contingents from dSign subject to availability. In the event that "unlimited storage" is offered in a contract, this may be limited insofar as the storage is not used to the extent stipulated in the contract.
6. dSign shall ensure that the stored data can be accessed via the Internet.

7. The customer is not entitled to transfer this storage space to a third party for use, in part or in full, against payment or free of charge, unless owed in connection with the agreed package. 8.
8. The customer undertakes not to store any content on the storage space whose provision, publication or use violates applicable law or agreements with third parties.
9. Unless otherwise agreed, dSign may also use third parties to perform the services. The provision periods shall be extended, without prejudice to dSign's rights due to default on the part of the customer, by the period in which the respective contractual partner does not fulfil its obligations towards dSign.
10. If dSign is in default with the performance owed, the customer shall only be entitled to withdraw from the contract if dSign fails to comply with a period of grace set by the customer.
11. The place of performance is in principle at the registered office of dSign unless something else arises from the contract or the type of activity.
12. dSign shall not be obliged to provide support over and above the obligations arising from these provisions, unless agreed separately.

§ 3 Interruption/impairment of availability

1. Adjustments, changes and additions to the SaaS services that are the subject of the contract, as well as measures that serve to determine and remedy malfunctions, will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.
2. dSign's free services do not give rise to any claim to specific availability.
3. dSign offers a network availability of 99% on an annual average for the chargeable services. Excluded from this are the times for maintenance and servicing work by dSign, which are announced in good time.

§ 4 Obligations of the customer

1. The customer is obliged to submit any receipts for benefits upon conclusion of the contract.
2. The customer is obliged to use the services provided by dSign, works created and/or rights of use granted only for the contractually agreed purposes.
3. The customer is also obliged to ensure that the graphics, texts, images, information, data, photos, and files provided or uploaded by him to dSign for the contractually agreed services to be provided by dSign do not violate statutory provisions and/or the rights of third parties.
4. The customer is obliged to check the legal admissibility of the services used. This applies in particular in the event that the services on the platform used violate regulations under competition law, copyright law, trademark law or other regulations under the law on the protection of services.
5. The parties will cooperate in a trustful manner. If a contracting party recognises that information and requirements, whether its own or those of the other contracting party, are incorrect, incomplete, ambiguous, or impracticable. The party must inform the other party of this and the consequences it recognises without delay. The parties shall then seek a solution in accordance with their interests and shall endeavour to achieve this, if necessary, in accordance with the provisions on service changes. The customer's obligations to cooperate shall in principle result from the respective contract and/or from the circumstances of the respective contract. The list of obligations mentioned is not exhaustive. In particular, the customer shall provide the following services free of charge:

- a. At the beginning of the services, the customer shall submit all required or requested documents, process descriptions and further information in complete form.
 - b. The customer shall always ensure during the contract period that competent information personnel are available and willing to provide information.
 - c. Immediately after the conclusion of the contract, the customer will appoint a responsible contact person who can answer all questions regarding the implementation of the project and make all related decisions.
6. The customer undertakes not to store any illegal content on the storage space provided that violates the law, official requirements or the rights of third parties.
7. The customer is obliged to prevent unauthorised access by third parties to the protected areas of the software by taking suitable precautions. 7. the customer is obliged to prevent unauthorised access by third parties to the protected areas of the software by taking suitable precautions. For this purpose, the customer shall, if necessary, instruct his employees to comply with copyright law. 8. The customer is responsible for entering and maintaining the data and information required for the use of the SaaS services.
8. The customer is obliged to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.
9. dSign shall provide the customer with a "User ID" and a password which are required for the further use of the SaaS services.
10. The Customer is obliged to keep the "User ID" and password secret and not to make them accessible to third parties. dSign is entitled to replace the transfer of the user data with an interface in which the Customer can manage accounts itself.
11. The contents stored by the Customer on the storage space intended for him may be protected by copyright and data protection law. The Customer hereby grants dSign the right to make the content stored on the server accessible to the Customer or to persons designated by the Customer when the Customer makes queries via the Internet and, in particular, to reproduce and transmit it for this purpose and to be able to reproduce it for the purpose of data backup.
12. The contractually owed functionality is guaranteed exclusively for browsers based on Chromium. If other browsers are used, functionality within these browsers is not owed. 13.
13. The use of crawlers, web agents or similar software tools which contradict the usual use in accordance with the contract is prohibited.
14. If the customer changes to a package with a lower scope of services, the customer is obliged to immediately adjust the respective contents in accordance with the new package. dSign is entitled to delete the contents in accordance with the scope of the new package at its reasonable discretion after the expiry of two weeks.
15. The customer is obliged to export/backup the respective contents at reasonable intervals, also and in particular at the expiry of the contractual relationship. dSign is entitled to delete the deposited contents after the expiry of the contractual relationship.
16. dSign shall be entitled to receive additional remuneration for the additional expenditure caused by the Customer's failure to cooperate, or failure to cooperate fully and/or correctly, at the respective agreed hourly rates.

§ 5 Rights of use

1. The agreed rights of use to the services provided by dSign shall only be transferred to the Customer on condition of payment of the agreed fee in each case. If there is no separate agreement on the right of use in the underlying offer, the Customer shall in principle only

receive a simple, non-transferable right of use limited in time to the term of the contract for the intended use.

2. The customer shall have no claim to disclosure and/or transfer of the source code, insofar as no mandatory licensing and/or statutory regulations are in conflict with this.
3. dSign shall be exclusively entitled to all rights to any software in the relationship between the contractual partners, insofar as no rights are granted to the Customer in accordance with these GTC or any other agreement.
4. dSign shall be entitled to freely use any development and any know-how from orders/further developments also for further orders and to exploit them at its discretion.

§ 6 Prices, terms of payment, default

1. The customer undertakes to pay dSign the agreed fee, including statutory VAT, for the provision of the software and the granting of storage space.
2. The amount of remuneration as well as the billing mode shall be based on the respective contractual agreement or on these terms and conditions.
1. In the event that the customer is generally entitled to benefits under the contract (e.g. non-profit), these benefits shall only commence upon receipt of a meaningful proof of entitlement to the respective benefit
2. In the event that the customer reduces the number of users, this will only be taken into account in the new billing at the beginning of the next contract period. A refund in this context is excluded.
5. Objections to invoices must be made to dSign in text form. Invoices from dSign shall be deemed to have been approved by the customer if they are not objected to within four weeks of receipt. The timely dispatch of the objection shall be sufficient to meet the deadline.
6. dSign shall be entitled to withhold further services and to interrupt ongoing services in the event of default in payment by the Customer.

§ 7 Warranty/Liability

1. dSign guarantees the functional and operational availability of the SaaS services in accordance with the provisions of this contract. dSign assumes liability for defects that the agreed services meet the requirements agreed on the basis of the contract and are suitable for use in accordance with the contract.
2. Liability for defects is excluded for defects caused by external influences for which dSign is not responsible or by improper use by the customer. It shall also not apply if the customer or third parties make changes and/or additions to the services of dSign without express approval in text form. The customer can, however, provide counterevidence that the respective change and/or addition is not the cause of the defect. 3
3. The customer shall notify defects without delay. The notification can initially be made verbally, but must be submitted in text form by the third working day at the latest.
4. Before asserting claims for supplementary performance, the customer shall examine with due diligence whether a defect subject to supplementary performance exists. If the Customer is not a consumer, the following shall apply in addition: Insofar as an alleged defect is not subject to the obligation of subsequent performance (pseudo defect) or dSign incurs increased expense due to an insufficiently specific error message, the Customer may be charged for the services rendered by dSign for verification and error rectification at their respective valid rates of remuneration plus the expenses incurred, unless the Customer could not have recognised the pseudo defect even if it had exercised due diligence.

5. The customer shall support dSign in the determination and elimination of the defect and shall immediately grant access to the required information from which the detailed circumstances of the occurrence of the defect can be seen.
6. If the customer is not a consumer, the following shall apply in addition: supplementary performance shall be carried out at the discretion of dSign by eliminating the defect, supplying a programme or another item which does not have the defect, or pointing out ways in which the effects of the defect can be avoided.
7. The Customer may not enforce a reduction by deduction from the agreed monthly flat rate. Corresponding claims for enrichment or damages remain unaffected. The customer's right to terminate the contract due to non-granting of use in accordance with § 543 para. 2 sentence 1 no. 1 of the German Civil Code (Bürgerliches Gesetzbuch) is excluded, unless the rectification or replacement delivery is deemed to have failed.
8. Any Self-performance by the customer is excluded.
9. If the customer is not a consumer, the following shall apply in addition: dSign shall be entitled to make at least five attempts at subsequent performance within a reasonable period. The failure of a fifth attempt at supplementary performance does not necessarily mean the final failure of the supplementary performance. dSign shall rather be entitled to make further attempts at supplementary performance within the set deadlines or in view of the circumstances of the individual case.
10. dSign's liability for damages regardless of fault for defects that were already present at the time of conclusion of the contract is excluded.
11. If dSign services are used by unauthorised third parties using the Customer's access data, the Customer shall be liable for any charges incurred as a result within the scope of civil liability until receipt of the Customer's order to change the access data or notification of the loss or theft, provided that the Customer is at fault for the access of the unauthorised third party.
12. dSign shall be liable without limitation for damage caused intentionally or by gross negligence, in the event of fraudulent concealment of defects, in the event of the assumption of a guarantee of quality, for claims based on the Product Liability Act and for injury to life, limb or health.
13. dSign shall only be liable for other damages if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation).
14. In the event of slight negligence, liability shall be limited to the amount of the foreseeable damage, the occurrence of which must typically be expected.
15. dSign shall not be liable for the loss of data and/or programs insofar as the damage is since the Customer has failed to carry out regular data backups at short intervals customary in the industry and thus to ensure that lost data can be restored at reasonable expense, insofar as the backup obligation has not been transferred to dSign by contract.
16. The above liability provisions shall also apply to the vicarious agents of dSign.
17. Liability is excluded in all other respects.

§ 8 Suspension

1. dSign shall be entitled to immediately block the storage space if there is reasonable suspicion that the stored data is unlawful and/or infringes the rights of third parties. A reasonable suspicion of illegality and/or infringement of rights shall exist in particular if courts, authorities and/or other third parties inform dSign thereof. dSign shall notify the Customer of the block and the reason for it without delay. The block shall be lifted as soon as the suspicion is invalidated.

2. dSign shall also be entitled to block an account if a customer repeatedly breaches its obligations under these terms and conditions or if the severity of an individual breach is already suitable for this.
3. dSign may in particular immediately block a customer if the customer has provided false information during registration or misuses the services of the website.
4. If the customer's account has been blocked or terminated by dSign, the customer is not entitled to register again.

§ 9 Term and termination

1. The contract is concluded for the respective agreed period, as a rule for 1 month or 1 year. The contractual relationship shall commence upon conclusion of the contract and may be terminated by either party in text form or via the corresponding button on the portal with a notice period of one month to the end of the respective contractual period (at the earliest to the end of the agreed minimum contract period). The contract shall be automatically extended by the contract period if it is not terminated in due time. 2.
2. In the event that dSign grants the Customer a free trial period, the contract shall end at the end of the trial period, unless otherwise agreed.
3. Alternatively, in the event that dSign grants the Customer a free trial period, the free contract shall become a contract subject to a charge upon expiry of the trial period in accordance with the previous offer or the licence model on which the trial is based.
4. The right of each contracting party to terminate the contract without notice for good cause remains unaffected. In particular, dSign shall be entitled to terminate without notice if the customer fails to make due payments despite a reminder and the setting of a grace period and/or breaches the contractual provisions on the use of the SaaS services. Termination without notice shall in any case require that the other party is warned in writing and requested to eliminate the alleged reason for termination without notice within a reasonable period of time.

§ 10 Force majeure

dSign shall be released from its obligation to perform in cases of force majeure. Force majeure shall be deemed to be all unexpected events as well as such events whose effects on the performance of the contract are not the responsibility of either party. These events include, in particular, pandemics, epidemics, lawful industrial action, including in third-party companies, as well as official measures.

§ 11 Indemnification

1. The Customer shall indemnify dSign, its employees, agents and vicarious agents against all claims or demands of third parties - including reasonable costs for legal defence - which arise due to its fault from or in connection with this agreement and alleged breaches of this agreement or the alleged infringement of rights of third parties. dSign reserves the right to assume the sole defence and to take over alone any possible dispute which may lead to a claim for indemnification against the Customer. The indemnification obligations of the respective customer shall remain unaffected. It remains at the discretion of dSign whether or not to acknowledge claims in the event of a not obviously unfounded claim by third parties. In the event of acceptance of such a claim by dSign, the Customer may not invoke the fact that such a claim does not exist. It may, however, avert this possibility if it expressly accepts liability for further action.
2. dSign shall inform the Customer without delay within the scope of what is legally permissible if third parties or authorities assert claims against it or if indications become known that

there has been a breach of statutory and/or official regulations attributable to the Customer or a breach of third party rights.

3. The Customer shall support dSign to the best of its ability in its legal defence. If the infringement of rights attributed to dSign is based on the fact that data, designs and/or other information made accessible online by the Customer or at the instigation of the Customer infringe copyrights, trademark rights and/or other industrial property rights of third parties, dSign may require the Customer to bear the costs of any damages in addition to the costs of reasonable legal defence.

§ 12 Final provisions

If the customer is a merchant, a public corporation or a special fund under public law, the place of jurisdiction for all disputes concerning the contractual relationship shall be the Regional Court of Meiningen. dSign shall also be entitled to sue the customer at another place of jurisdiction. Should any provision of this agreement be invalid or become invalid during the term of the agreement, all other provisions of this agreement shall remain unaffected and shall continue to apply unchanged. The invalid provision shall be replaced by another, permissible provision which comes as close as possible to the meaning and purpose of the invalid provision. Amendments or supplements to the respective contract must be made at least in text form in order to be effective.