

# Conceptboard User Agreement for users registered before October 23, 2015.

This statement was written in German. If you are facing inconsistencies between the translated version of this statement compared to the German version, always the German version shall prevail.

## Important Note

Conceptboard is used for online collaboration between computer users and enables the ad-hoc integration of visual data for supporting teamwork. Use of Conceptboard is subject to the terms and conditions of the following agreement.

## Introduction

This document comprises an agreement between the Conceptboard user and the company Conceptboard GmbH, Marienstraße 23, 70178 in Stuttgart, Germany (referred to hereinafter as "Conceptboard Company"). The agreement also applies to companies affiliated with the Conceptboard Company.

Conceptboard refers to the services and programs offered by Conceptboard Company under the domains operated by the Conceptboard Company (conceptboard.com, conceptboard.de, etc.) and its sub-domains as well as aliases.

By operating and using Conceptboard, you accept the terms and conditions of this agreement. You are obligating yourself to use Conceptboard exclusively in compliance with the following terms and conditions.

## 1. Subject Matter

Conceptboard is available in two variations for use:

- a) As a free platform for creating and publishing visual and text content for personal use
- b) As a pay platform for creating and discussing content in teams and closed user groups within the scope of commercial use

The fees for using Conceptboard are listed in the license overview on the Conceptboard website and are binding. These fees are due immediately upon invoicing for the entire term and can be paid with the indicated payment procedure. The Conceptboard Company can send invoices and payment reminders via email. If payment for a fee cannot be obtained, then the user will bear all the resulting costs.

Conceptboard may only be used within the framework of the offered possibilities. All other uses require the prior, written approval of the Conceptboard Company.

With Conceptboard, the Conceptboard Company is providing a technical application for content exchange and user cooperation. There is no content-related involvement on the part of Conceptboard Company.

The user accepts the fact that 100% fail-proof provision of applications is not possible and that provision can be hindered by events of an internal (e.g., maintenance work, security interest) and external (e.g., power and network outages) nature. This also applies to Conceptboard. However, the Conceptboard Company will attempt to achieve the highest possible system stability and constant availability for the offered services.

Conceptboard, all of the elements it contains and all associated content – with the exception of the user transmissions and to the extent that nothing else has been designated – belong to the Conceptboard Company or are licensed to the Conceptboard Company. All copyrights and other industrial property rights, regardless of their form, will remain with the Conceptboard Company and the licensors of the Conceptboard Company at all times.

The Conceptboard Company retains the right to implement modifications to the offered services and other services, if this is reasonable for the user.

## **2. Rights and Obligations of the User**

You may use Conceptboard for your own purposes (“use” means accessing and executing the offered services and programs).

Use of Conceptboard can be anonymous within the scope of a visit or a trial run of the application. In the event of repeated use of the application, the user will be required to create a user account (referred to hereinafter as “Registration”). The Registration offers an improvement of the function (for free use) and is the basis for using pay services. The Conceptboard Company also retains the right to delete anonymous content in the free domain at regular intervals and without indicating a reason for doing so.

Completion of the Registration process signifies a proposal on your part to conclude an agreement regarding the use of Conceptboard. The Conceptboard Company will accept this proposal by setting up your user account. This acceptance will mean that the agreement between you and the Conceptboard Company has been concluded.

In order to be able to register as a user, you have to provide personal information, which must be truthful. We recommend that you keep your password secret in order to prevent misuse. Each user may only register once and only create one user profile.

Customer grants Conceptboard the right to add Customer’s name and company logo to its customer list and website. Except for the foregoing, neither party may use the other party’s name or logo without the other party’s prior written consent.

Please note that you are responsible for your activities on the platform. Any responsibility for said actions on the part of the Conceptboard Company is excluded.

You are obligated to comply with the laws valid in your country for the entire time that you use Conceptboard, especially when configuring content and communicating with other users.

In addition and independent of the legal situation, you are not allowed to:

- Use content that is pornographic, vulgar, obscene, abusive, hurtful, slanderous, pestering, threatening, hateful, racist or in any other way objectionable;
- Bother other users with mass content (especially SPAM)

Furthermore, all users are not allowed to do the following:

1. Rent, lease, sublicense, lend, sell, transfer, copy, modify, adapt, connect to other programs, translate, convert to a different programming language, conduct reverse engineering of the various manufacturing steps of the software, decompile or create derived works of Conceptboard or elements of Conceptboard either by yourself or through third parties, unless this is expressly permitted in this agreement or by compulsory laws.
2. Copy or conduct trade with Conceptboard or elements of Conceptboard in any way or allow third parties to do this, unless this is expressly permitted in this agreement.
3. Activate Conceptboard or elements of Conceptboard with mechanisms, scripts or other software (e.g., robots or crawlers) that are not necessary for proper use of the platform. However, this does not impact the use of interfaces and software that Conceptboard provides for programmatic access (e.g., APIs).
4. Conduct any activities that negatively impact or excessively strain the function and/or infrastructure of Conceptboard.

If you notice that other users are using Conceptboard in an illegal or non-contractual (improper) manner, then you can notify the Conceptboard Company using the platform's contact form.

### **3. Term and Cancellation**

The free services can be cancelled at any time by the user without an indication of reasons. The Delete Account function on the Plan page can be used to cancel the services; alternatively, services can be canceled with a corresponding message sent via the platform's contact form or a letter sent to the Conceptboard Company. The registered email address must be provided. After the cancellation, all content published by the user can be deleted by the Conceptboard Company.

The pay services are offered within the framework of a subscription. The booked minimum period of use is prolonged by a period equaling the same amount of time if the user does not cancel the subscription in due time. The services can be cancelled without notification at the end of the respective current period without an indication of reasons. The Delete Account function in the user's Admin Area can be used to cancel the services; alternatively,, it is

sufficient to send a message to the Conceptboard Company using the platform's contact form or to send the Company a letter. The registered email address must be provided. After the cancellation, all content published by the user can be deleted by the Conceptboard Company.

Both contracting parties are entitled to cancel for a compelling reason both the free as well as the pay services. A compelling reason exists when continuation of the contractual relationship up to the agreed-upon end of this relationship or up to the end of a cancellation period cannot be expected from the cancelling party taking into account all the circumstances of the individual case and under consideration of both parties' interests. Compelling reasons exist in particular when:

- The user does not comply with legal regulations;
- The user violates provisions of this agreement;
- The user harms other users or the platform.

If a compelling reason exists, the Conceptboard Company is entitled, in addition to the cancellation, to warn the user, delete the user's contents and block the user's access.

The user's claim to reimbursement of fees paid in advance lapses if the Conceptboard Company must implement measures resulting from the existence of a compelling reason.

## **4. Right of Revocation for Consumers**

If you use Conceptboard as a consumer in the sense of the law (section 13 of the Civil Code, BGB Germany), then the following terms and conditions apply to you:

Right of revocation: You can revoke your contractual statement within 14 days without an indication of reasons in text form (e.g., letter, email). This period will begin after receipt of this revocation in text format, however, not before the agreement has been concluded and not before fulfillment of our information obligations according to article 246 section 2 in connection with section 1 paragraph 1 and 2 of the Introductory Statute to the Civil Code as well as our obligations according to section 312e, paragraph 1, clause 1 of the Civil Code in connection with article 246 section 3 of the Introductory Statute to the Civil Code. Sending the revocation in due time is sufficient to guarantee the revocation period. The revocation must be sent to:

**Conceptboard GmbH**  
**Marienstraße 23**  
**70178 Stuttgart**  
**Email: [invoice@conceptboard.com](mailto:invoice@conceptboard.com)**

Revocation consequences: In the event of a valid revocation, services already received and any profit derived therefrom (e.g., interest) must be returned. If you are not able to return the received services to the Conceptboard Company in whole or in part or are only able to return the services in deteriorated condition, then you must compensate the Conceptboard Company for lost value, if necessary. This may result in you having to nevertheless fulfill the contractual payment obligations for the period up to the revocation. Obligations regarding

reimbursement of payments must be fulfilled within 30 days. The period will begin for you with the sending of your declaration of revocation; for us this period will begin upon receipt of said declaration.

Special note: Your right of revocation will lapse prematurely if the contract has been entirely fulfilled by both sides upon your express wish before you have exercised your right of revocation.

## **5. Support and Customer Service**

Users can employ the platform's contact form to send questions, instructions and comments about Conceptboard, the services offered or contractual aspects.

## **6. Warranty**

The program is provided for use in as-is condition. There is no guarantee or warranty of any kind.

In particular, there is no guarantee or warranty in regard to the quality and suitability of the program for a specific purpose. The Conceptboard Company is not liable for any errors or for any necessary service features, repairs or adaptations.

## **7. Indemnity**

The user agrees that he/she is solely responsible for his/her activities on the platform and hence for fulfilling his/her obligations within the framework of this agreement.

The user indemnifies the Conceptboard Company from all claims, including claims for damage compensation, which are enforced by other users or other third parties against the Conceptboard Company due to the Conceptboard user's behavior. This applies in particular to cases where the setup, creation and communication of contents as well as the use of the offered communication options violate the rights of other users or other third parties. In these cases, the user will bear the costs incurred by the Conceptboard Company, including costs incurred for mounting a legal defense.

If the user violates the rights of third parties due to his/her usage behavior, then he/she will immediately cease this illegal or non-contractual (improper) behavior, at the latest after being requested to do so by the Conceptboard Company.

## **8. Data Privacy**

The personal data requested during platform use will only be collected in order to enable the operation of Conceptboard's services requiring registration. The data will be collected, processed and used in compliance with the Federal Data Protection Act

(Bundesdatenschutzgesetz, Germany). In no case will these data be provided to third parties for marketing or advertising purposes.

Within the framework of continuous improvement of the offered services, the data will be collected, saved and analyzed through platform use. This will be assumed by the Conceptboard Company itself or by authorized service providers, including the web analysis service Google Analytics by Google Inc. The user declares him/herself in agreement with this procedure.

Many of the publicly accessible pages of the platform (e.g., the home page at conceptboard.com) contain program components by third-party providers (e.g., Facebook, Inc.), through which the user can interact with the third-party provider's page (e.g., Facebook's "Like" button). The data exchange that takes place here is not within the Conceptboard Company's sphere of influence. The user declares him/herself in agreement with this procedure.

## **9. Final Provisions**

This document comprises the entire agreement between the user and the Conceptboard Company in regard to Conceptboard and replaces any previous existing verbal or written promises, agreements or concordant assumptions in regard to the product.

Any invalid provisions of these agreements will be replaced by provisions that are similar in intent. The remaining agreements will remain valid in every case.

The Conceptboard Company is entitled to revise this agreement at any time. The Conceptboard Company is obligated to inform the user about the revision in a timely manner. If the user does not object to the modified agreement within 6 weeks, then the changed agreement will be considered as having been accepted.

The user agrees that the Conceptboard Company may send him/her messages via email, regular post or notifications on the Conceptboard website, including messages that regard changes of the terms and conditions.

The terms and conditions of this agreement are also directly applicable to third-party suppliers, branches, affiliates and subsidiaries of the Conceptboard Company – to the extent that they also refer to third-party suppliers, branches, affiliates and subsidiaries of the Conceptboard Company.

This agreement is subject to the laws of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods and the International Private Law.