

Terms of use for bbbserver.de, invokable GmbH



bbbserver.de is a video conferencing service.

1. Benefits, Rights and Obligations

- 1.1. invokable GmbH grants the customer a limited, non-exclusive and non-resellable right of use to access and use the website and the bbbserver.de service.
- 1.2. The customers will communicate the content of these terms of use to all their employees, service providers and guests, as well as other persons to whom they make the use of bbbserver.de accessible and oblige them to comply.
- 1.3. Customers are responsible for violations of the applicable laws and regulations, morality or these Terms of Use committed by employees, service providers and guests, as well as other persons, as their own violations.
- 1.4. The customer undertakes not to offer any content on the bbbserver.de service that is of an extremist nature or is pornographic, erotic, violent, glorifies violence, racist, discriminatory, harmful to young people or hate speech, nor content that calls for criminal offenses or instructions for this represent. This also applies if such content is made accessible through hyperlinks or other connections that the customer places on pages outside bbbserver.de.
- 1.5. When offering and displaying content on bbbserver.de that contradicts the applicable laws and regulations, morality or these terms of use, invokable GmbH can block or terminate the contractual relationship without notice.
- 1.6. The customer is obliged to provide all necessary data completely and correctly and to notify changes immediately. This applies in particular to real names, address data, bank details and e-mail addresses.
- 1.7. The customer undertakes to change assigned or created passwords immediately and regularly. He is responsible for choosing and using secure passwords. The customer carefully manages the passwords and other access data and keeps them secret. He/she is also obliged to pay for those services that third parties use or order using his/her access data and passwords, insofar as he/she is responsible for this.

2. Liability, Warranty, Defects, Performance Disruptions

- 2.1. invokable GmbH is not liable either contractually or extra-contractually (including negligence) or in any other way
 - for damage caused by the fact that the bbbserver.de service is not available or is not available correctly
 - for any type of direct or indirect damage, in particular financial damage and damage to image, resulting from customers violating the applicable laws and regulations, morality or these Terms of Use
 - for all direct or indirect damage to data or for data loss, as well as any consequential damage resulting therefrom
- 2.2. invokable GmbH makes no guarantees or promises for the content offered on the website or in the bbbserver.de service, in particular not for its correctness, completeness, topicality and legality. All content is exclusively and fully the responsibility of the customer. This also applies to all questions of trademark, patent and copyright law.
- 2.3. invokable does not create any data backups of any saved recordings of the conferences or uploaded data and will regularly delete older recordings (30 days) to minimize storage



space requirements. The customers are responsible for their own data. Data stored on the website or in the bbbserver.de service cannot be used as documentation or evidence.

3. Data privacy

- 3.1. The data protection declaration of invokable GmbH for bbbserver.de applies.
- 3.2. In addition, invokable ensures that all connections to and from the conference servers are encrypted using a simple SSL certificate.
- 3.3. The data, including customer data and programs for operating the bbbserver.de service, are located exclusively on servers within the EU.

4. Terms of Payment

- 4.1. The fees for the use of bbbserver.de are to be paid in advance for the respectively agreed period of use.
- 4.2. At the end of the period of use, the period of use is extended again and subject to a charge by the same period.
- 4.3. The customer may cancel the service at any time. In this case, the service will no longer be available after the end of the paid usage period and no new paid usage period will start.

5. Other provisions

- 5.1. The general terms and conditions (GTC) of invokable GmbH, available at https://legal.invokable.gmbh/company/general_terms/general_terms_DE.pdf, apply in principle to all services of invokable GmbH and are attached to these terms of use as an appendix. Insofar as the regulations of these terms of use for the bbbserver.de service contain different regulations to the terms and conditions, the terms of use take precedence over the terms and conditions in the case of purchase and use of the bbbserver.de service.
- 5.2. invokable GmbH can change these terms of use with a reasonable notice period. If the customer does not object to the change within a period set by invokable GmbH, the change is deemed to have been approved. invokable GmbH informs the customer in the change notification that the change will take effect if he does not object within the set period.
- 5.3. The general terms and conditions and terms of use valid at the time of the order apply to each new order. References to older versions are excluded.
- 5.4. invokable GmbH can transfer the contractual relationship to an affiliated company (e.g. subsidiary) without changing the conditions. The customer already agrees to such a transfer.
- 5.5. Should individual clauses of these terms of use be ineffective, all other clauses remain fully valid.