

# Terms of use for the service "sags.digital" by invokable GmbH

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sags.digital is a service that makes it possible to create video, audio and text/file messages, e.g. by capturing the user's screen or webcam, and then sharing the resulting videos with other people for discussion. In turn, video, audio, or text/file messages can be used to discuss the initial video. The people invited to the discussion can either have a user account on sags.digital or be invited as external guests without registering a user account.

## 1. Benefits, Rights and Obligations

- 1.1. invokable GmbH grants customers a limited, non-exclusive and non-resellable right to access and use the sags.digital website and service. Customers (collectively: customers, or the customer) can invite users to their customer account (hereinafter: "registered users"). In addition, guests can be invited to discussions, who can use the functions without registration (hereinafter: "non-registered users" or "guests").
- 1.2. The customer undertakes to only bring content into the service and/or distribute it for which he is entitled to do so according to applicable German law.
- 1.3. The customer undertakes not to deposit or distribute any content in the sags.digital 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 could constitute criminal offenses, represent or incite criminal offenses or provide instructions for doing so. This also applies to references (such as hyperlinks or other connections) to such content.
- 1.4. The customer undertakes not to deposit or distribute any content in the sags.digital service that violates copyrights or other's rights on intellectual property in any way.
- 1.5. When uploading or distributing content on sags.digital that contradicts the applicable laws and regulations, morality or these terms of use, invokable GmbH can, at its own discretion and without prior warning, block or delete the content or terminate the contractual relationship without notice.
- 1.6. Registration on sags.digital is only permitted with real names. The invitation of external guests under anonymous nicknames is permitted, provided this is used solely for data minimization within the framework of data protection laws and the creator of the invitation link has an overview of the true identity of the user.
- 1.7. The customer is obliged to provide all customer contract and payment data completely and correctly. This applies in particular to his name, address data, bank details and e-mail address. If the customer acts on behalf of a legal entity (e.g. company) or other institution (e.g. authority), he or she may only do so if he or she has clear authorization.
- 1.8. 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.
- 1.9. The customer can create sub-users in its customer account and release content to external guests, who can also create content themselves. The customer shall communicate the content of these terms of use to all persons to whom sags.digital is made accessible and oblige them to comply with them.
- 1.10. The customer can be held responsible for violations of the applicable laws and regulations, morality or these terms of use committed by sub-users or invited external guests as own violations.
- 1.11. The customer undertakes to report detected security problems to sags.digital immediately and to adhere to the general procedure for reporting security problems at invokable GmbH (available at <https://invokable.gmbh/security>).



- 1.12. The use of the sags.digital portal is only permitted within the usual, intended manners. This means that user interfaces may only be used by humans and public program interfaces (if offered) only by machines and only in such a way that sags.digital 's systems are not facing unusual load. Any other use (e.g. by crawlers) is not permitted.

## 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 sags.digital service not being available or not being 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 resulting consequential damage
- 2.2. invokable GmbH makes no guarantees or promises for the content offered on the website or in the sags.digital 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 GmbH does not create any data backups of the uploaded data and will completely irretrievably destroy the data selected by the customer for deletion. Customers are responsible for their own data. Data stored on the website or in the sags.digital service cannot be used as documentation or evidence.

## 3. Privacy

- 3.1. The data protection declaration for sags.digital (available at <https://sags.digital/en/data-privacy>) applies.
- 3.2. The data including customer data and programs for operating the sags.digital service are located exclusively on servers within the EU .
- 3.3. If the platform is internationalized in the future, it may be necessary to also use servers outside the EU (e.g. for better/faster accessibility of the platform on other continents). Invokable already undertakes to offer this optimization only as an option that can be explicitly switched on by the customer and is deactivated in the standard settings for customer accounts from the EU (e.g. only use of EU servers).

## 4. Payment and contract period

- 4.1. The fees for using sags.digital are to be paid at the beginning of a period of use, unless otherwise agreed.
- 4.2. If the customer has booked a subscription, the contract will be extended for the same period at the end of the period of use, subject to a fee.
- 4.3. The customer can cancel subscriptions at any time. invokable GmbH, on the other hand, can only terminate subscriptions with a notice period of 2 weeks to the next extension date of the usage period. Deviating mutually agreed deadlines or terminations for important reasons remain unaffected.
- 4.4. After cancellation, the service is available until the end of the period of use that has already been paid for. A new paid usage period does not start. After the end of the last paid period of use, the customer account will, if possible, be booked into a free tariff. It may be that features and/or storage space are not available or not in the previously used amount. In this case, invokable GmbH is entitled to delete stored data (e.g. video/audio recordings or uploaded files) without prior notification of the customer. If it is not possible to subscribe the customer into a free tariff, the customer account ends completely and all associated data is irretrievably deleted.

## 5. Other regulations

- 5.1. The general terms and conditions (GTC) of invokable GmbH, available at [https://legal.invokable.gmbh/company/general\\_terms/general\\_terms\\_EN.pdf](https://legal.invokable.gmbh/company/general_terms/general_terms_EN.pdf) apply in principle to



all services of invocable GmbH and are attached to these terms of use as an appendix. Insofar as the provisions of these terms of use for the sags.digital service contain provisions that deviate from the terms and conditions, these terms of use take precedence over the terms and conditions when using the sags.digital service.

- 5.2. invocable 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 invocable GmbH, the change is deemed to have been approved. invocable 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. If the customer is a company, invocable GmbH may name the customer relationship for advertising purposes (e.g. when acquiring new customers). This also includes showing the company name and logo on websites. The customer can object to this regulation at any time by e-mail.
- 5.5. invocable 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.
- 5.6. Should individual clauses of these terms of use be ineffective, all other clauses remain fully valid.

sags.digital is a brand of  
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