

User Authorisation by Agantty GmbH

For the use of the „Agantty“ Tool

§1 Validity of the User Authorisation

These User Authorisation is valid for contracts between the Agantty GmbH company (henceforth referred to as Agantty GmbH) and users regarding the „Agantty“ IT Tool.

§2 Services provided by the Agantty GmbH

1. Agantty GmbH enables the user the use of the Agantty tool (a Standard Software Application) over the internet as a „Software as Service/ SaaS“ (henceforth referred to as „the Tool“ or „the Software“). The Agantty company makes the Tool available on its own servers or on the server of a Data Centre in the Federal German Republic. The Software is kept available via this server along with the data, that is recorded, elevated, used and held, saved onto the open platform and kept available for remote data access in the interest of intended polling. Access to the tool and the stored data is possible at all times outside of the maintenance window, unless Agantty GmbH is required to carry out emergency support works or take other urgent measures in order to maintain the Tool's usability.
2. The object or source code of the Software will not be disclosed.
3. Agantty GmbH grants the user a single, non-transferrable set of usage rights of the „Agantty“ Tool for the duration of the contract, as per number 1.
4. Agantty GmbH is not obliged to make a document or an instructions manual available to the user. Agantty GmbH will give an overview of the Tool's basic functions and will give the user access to the relevant information, which Agantty will make available online if necessary.
5. Use of the Tool will be made available to the user by Agantty GmbH from the router output via the company's or its service provider's, Data Centre. The establishing and maintaining of the data connection between the user's end device and the delivery point operated by Agantty falls under the user's responsibilities.

Accessing the data saved onto the Tool will no longer be possible for the user, after contract termination.

§3 Changes, errors, loading window and development of the tool

1. Agantty GmbH is entitled to change the design of the Tool. The company is also entitled to adapt the structure and functions of the Tool. Agantty GmbH will inform the user of any significant changes.
2. If Agantty GmbH is obliged to remove any errors / shortcomings of the Tool and to bring about / maintain the contractually elaborated nature of the tool, the Agantty GmbH company is entitled to choose the method in which it removes said shortcomings.
3. Agantty GmbH is entitled to decline the use of the tool and the saved data once a week for a maximum of 2 hours, in order to be able to bring changes to the tool or to carry out other maintenance activities. Agantty GmbH will make attempt to keep the limitations to a minimum, a.o. by carrying out the works at night.

§4 Content Submitted by the User, Notification of Rights Violations

1. The user can publish texts and pictures through the Tool, for example via the profile page. Publishing advertisements for him/herself or for a Third Party is not permitted.
2. The user bears responsibility for ensuring that the content entered by him/her or by a third party with his/her consent comply with the relevant laws and regulations, and, importantly, do not infringe on a third party's rights.
3. Should Agantty GmbH be notified that a profile contains unlawful content (such as texts, photos, videos etc.), Agantty GmbH is legally entitled to block this profile temporarily or permanently. Agantty GmbH will inform the user of the third party's complaint, allow the user to justify his/her statement and forward the justification to the third party. Should an obvious resolution to the conflict not prove possible, the relevant content will remain blocked. The user will not be allowed to upload the same or fundamentally similar content to his/her profile.

§5 Person-related User Information

If there are any changes to the user's relevant information, e.g. his/her email address, the user is obliged to inform Agantty GmbH of the new data, provided this is relevant to the fulfillment of the contract.

§6 Security Backups, Archiving, Deletion, Back-up user obligations

1. Agantty GmbH will regularly make backups (backup copies) to secure an optimal running of the tool; this will also backup user-generated and thus saved content on the Tool. In addition, Agantty GmbH is entitled to create backups that are to be archived and kept for a period of 12 months. Should the legal regulations require a longer archiving period, the archiving process will comply with these regulations. After this period the copies will be deleted and any other form of them destroyed.
2. In case the Agantty GmbH company has a justified interest in the incremental backup / archiving of contents, e.g. if a third party has published claims against the user or against the Agantty GmbH company in relation to the User Authorisation, the Agantty GmbH is entitled to keep the relevant incremental backup / archived data until the legal ending of these proceedings.
3. The user is obliged to regularly save / backup data created by or saved onto the tool himself / herself, either analogically or digitally.

§7 Shortcomings of the Tool, liability

1. Should Agantty GmbH omit to mention a shortcoming of the tool and / or of its other functions with malicious intent, the company is obliged to reimburse the user the resulting damages.
2. Otherwise Agantty GmbH will only be responsible of wilful intent and gross negligence.

§8 Free and chargeable use

There is a two-week test phase for all users, with all functions, which automatically changes to variant 1 once the two weeks are over.

If a subscription is taken out after these two weeks, variant 2 is activated and access to all projects created in the test phase is restored.

1. Variant 1: Free use
The use of Agantty remains free for current and newly registered users if they are private individuals with a maximum of one project. The number of tasks is not limited here.
2. Variant 2: Paid use
The cost for extended use is €4.90 per month or €50 per year (VAT included), payable in advance and non-refundable. Paid usage allows users to use Agantty with an unlimited number of tasks, projects and teams.

§9 Prices and payment

1. In return for Agantty's services, a monthly fee of €4.90 is payable. The fee is payable monthly in advance.
2. The cost for extended use is €4.90 per month or €50 per year
3. They are payable in advance and non-refundable.
4. Our prices stated on our website include the applicable statutory sales tax.
5. In order to be able to use Agantty, the customer must select one of the specified payment methods. The customer authorizes Agantty to charge the fee for the selected payment method. If a debit fails, e.g. because there is insufficient credit, the customer remains responsible for paying the fee.
6. We offer the payment methods: Sofortüberweisung, credit card and PayPal.
7. When using a payment system from an external service provider (e.g. PayPal), their general terms and conditions come into effect.

§10 Contract Duration

1. Free use
 - a. There is no need for an explicit termination, the user can delete his account independently and at any time in the settings.
2. Paid usage
 - a. The paid model with monthly billing can be canceled monthly until the end of the following month.
 - b. The paid model with annual billing can be canceled at the end of the next billing period.
 - c. The cancellation must be made by e-mail, in writing or via the website.
 - d. The right to extraordinary termination for good cause remains unaffected.

§11 Law, Other

1. German Law applies.
2. Should any clause of this contract be or become void, the validity of the remaining clauses will remain unchanged.

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