

General Terms and Conditions of Business of Aisys media GmbH

Art. 1 Subject-matter of contract, scope, amendment

1. Aisys media GmbH, represented by its managers Markus Bessler & Tim Koros, Ludwigstrasse 8a, 97070 Würzburg, hereinafter "Aisys media", is providing its customers with a web portal at www.tedme.com, offering users the option of conducting face-to-face presentations via any possible end device (tablet, smartphone, PC), including the option of interactive voting, without requiring the moderators and/or the audience to acquire or use any additional software.
2. The Terms and Conditions below shall solely govern contract relations between Aisys media and each individual customer and shall apply exclusively in respect thereof. Aisys media does not acknowledge any contrary terms and conditions of its customers, or any terms and conditions of its customers departing from the present Terms and Conditions, except where Aisys media has expressly consented thereto in an individual case.
3. Contracts are formed only with customers who are 'entrepreneurs' within the meaning of the German Civil Code [German acronym: BGB]. An 'entrepreneur' is any natural person or legal entity or partnership with legal personality acting in the exercise of its commercial or independent professional capacity in entering into a transaction.
4. The parties hereby agree that German law shall govern these GTCs and any contracts made on the basis of these GTCs. In the event of discrepancies or doubts as to the meaning or interpretation of contracts or of these GTCs, the German version shall always be deemed controlling.

Art. 2 Formation of contract, receipt

1. Contracts are formed as follows: The customer completes registration in a truthful manner on our Internet platform and, by registering on our Internet platform, is deemed to warrant that he is an entrepreneur or is performing the registration as the authorised representative of a business entity. Upon completion of registration on the platform, the customer will receive an e-mail containing his username and password.
2. Each customer may register only once.
3. Aisys media is entitled to amend/modify the scope of the contract and of the services at any time.
4. Customers shall have no claim of right to the formation of a licence agreement. Aisys media reserves the right to refuse to enter into a licence agreement without the need to state the grounds thereof; in particular, such refusal may be based on
 - a) false statements made in the course of registration;
 - b) doubts as to the legal existence of the customer
 - c) breaches of our General Terms and Conditions of Business.
5. The user undertakes to promptly notify Aisys media of any changes of the data provided at the time of registration.

Art. 3 Services of Aisys media

1. At www.tedme.com, Aisys media provides its customers with access to a web portal offering users the option of conducting face-to-face presentations via any possible end device (tablet, smartphone, PC), including the option of interactive voting, without requiring the moderators and/or the audience to have or install any additional software.
2. In connection with this, Aisys media provides a presentation management application to facilitate real-time transmission between the server and the client (to push questions, send replies).

3. The prerequisites to the use of Aisys media's services are thus that the user must have some end device (tablet, smartphone, PC), and the person making the presentation and the relevant audience member must each have an active Internet connection.
4. The presenter's commencement of the presentation via the server application generates a temporary presentation pin, which the audience member in question has to input at a particular web page (www.tedme.com) on his or her end device. Following the presentation, the questions which the moderator can actively push to his listeners' end devices then appear, enabling the listeners to take part in interactive voting. Their responses are then directly transmitted to the presenter and can thus be immediately analysed and displayed.

Art. 4 Costs

The use of TEDME FREE is free-of-charge. Aisys media is entitled to discontinue this gratuitous service at any time, without the need to state any reasons, upon 2 weeks' prior notice.

Art. 5 Obligations of customer

1. The customer is obliged to use Aisys media's services only for such purposes as are in line with this contract.
2. The customer is obliged to properly store his access data and his password, keep them secret and not disclose them to unauthorised third parties. The customer must also ensure that he chooses a password which is sufficiently secure and which is specifically at least 8 digits long, consisting both of letters and numbers.
3. The customer is obliged to impose a duty on any persons permitted to upload data to the protected area and to pose questions to comply with the provisions set forth in these GTCs, as well.
4. The customer is obliged to retain/store a local copy of the uploaded data as preventive action against potential data loss.
5. No content may be uploaded which
 - (a) infringes on third-party rights, in particular on proprietary, copyright, name, intellectual property or trademark rights
 - (b) glorifies violence or of a pornographic nature or otherwise violate the provisions of the German Criminal Code
 - (c) contains viruses, Trojan horses or other programmes likely to harm, secretly intercept or delete data or systems.

Art. 6 Contract term, termination

1. This contract is made for an indefinite term and may be terminated at any time. In order to do so, the customer must log into his or her account and delete the account him- or herself.
2. The right of extraordinary termination without notice remains unaffected by the foregoing. Grounds of extraordinary termination are, in particular, deemed present where the customer commits repeated breaches of these General Terms and Conditions of Business.

Art. 7 System availability

High levels of availability are provided. However, Aisys media is unable to provide any warranty of availability to users of the Free Version.

Art. 8 Statutory warranty and liability

1. Aisys media shall bear unlimited liability for losses caused by intentional acts or omissions or gross negligence, for losses as a result of fraudulent concealment of defects, for losses as to which it assumes an express contractual warranty, for losses as to claims made on the basis of the German Products Liability Act and for losses in connection with injury to life, limb or health.
2. The customer is obliged to regularly backup his or her data him- or herself in order to avoid any loss of data. Aisys media does not perform any backups.
3. The foregoing limitations of liability likewise apply to Aisys media's vicarious agents.
4. In all further and other respects, Aisys media disclaims all liability.

Art. 9 Force majeure

In cases of *force majeure*, Aisys media is deemed relieved of the duty to perform the contract. '*Force majeure*' is deemed to include all unforeseen events and events for which no party bears responsibility as to their impacts on performance of the contract. Such events include, in particular, legal industrial action (including industrial action at third-party businesses) and actions by government authorities or regulatory measures.

Art. 10 Data security, data protection

The customer is aware that Aisys media may access the data at any time for purposes of maintenance and updates and hereby consents thereto.

Art. 11 Final provisions

1. Provided that the parties are deemed fully authorised merchants under German law [*Vollkaufleute*], the parties hereby agree that with respect to all disputes arising out of or in connection with the present contract, jurisdiction and venue shall lie with the courts of the city of Aisys media's registered office.
2. In the event that one or more clauses of these Terms and Conditions should be deemed invalid in whole or in part, the validity of the remaining provisions hereof shall not be affected thereby.

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