

Terms and Conditions of Use

These Terms and Conditions of Use complement the General Terms and Conditions of netfiles GmbH ("netfiles") for all users. You must read and accept these Terms and Conditions of Use before using the netfiles service.

§ 1 User Account

1. To access a netfiles data room, a user account must first be activated. This can be done by clicking the activation link sent to the user when a test account was created or in the invitation e-mail sent by a netfiles Customer or administrator. When activating user accounts, users must specify a password for access to the data room.
2. A user's right to use a netfiles data room is limited to the period granted to that user by the netfiles Customer or administrator (in the case of fee-paying data rooms) or by netfiles (in the case of test accounts). The netfiles Customer or administrator determines the scope of usage and the level of authorization for accessing individual data.
3. A user account may be used only by the user named in the invitation to join the netfiles data room.

§ 2 netfiles' Services

1. netfiles enables users to view data belonging to netfiles Customers and stored in netfiles systems over the Internet. Depending on the access rights assigned to them, users may also be authorized to download, upload, send or edit the data.
2. netfiles reserves the right to change the scope of services at any time, within reason. In particular, this may be done for technical reasons. Insofar as other courses of actions would not be reasonable for the Customer, netfiles will announce such changes with sufficient advance warning.
3. netfiles is not responsible for the content that customers and users store on netfiles. Any opinions or claims expressed in a user's documents are the sole responsibility of the user who created and provided access to the document, and not the responsibility of netfiles. netfiles does not in any way examine content before it is stored or made accessible.

§ 3 Obligations of the User

1. Users are responsible for ensuring that they do not violate any applicable laws when using netfiles. In particular, they shall:
 - 1.1. not use netfiles to store or disseminate any immoral or illegal content;
 - 1.2. observe existing youth protection legislation, in particular by not storing or providing access to any pornographic writings or depictions (§ 184 of the German Penal Code [Strafgesetzbuch StGB]);
 - 1.3. not store files on netfiles that contain viruses and/or other harmful elements;
 - 1.4. not store or provide access to any copyright-protected content without the necessary permissions (in particular music or third-party software that is protected by copyright);
 - 1.5. not store or make accessible any propaganda from unconstitutional organizations (§ 86 StGB);
 - 1.6. respect the privacy of others and therefore not store or disseminate any offensive, slanderous or threatening content;
 - 1.7. not execute any programs that could disrupt or modify the netfiles service (in particular denial-of-service attacks);
 - 1.8. not make any unauthorized attempts to access the data of other users (in particular by breaking into the system).
2. Users who violate the obligations arising from § 3 (1) shall be obliged to compensate netfiles for the resultant costs incurred and to exempt netfiles from third-party claims for damages and for the reimbursement of expenses caused by the violation. This shall also be the case where the damage was caused by a third party, insofar as this damage is the fault of users. In particular, the damages for which compensation shall be provided include the reasonable costs of any legal defense that netfiles may require. The right of netfiles to block content and to terminate contracts without notice remains unaffected.
3. Users shall protect their access against unauthorized use by third parties. This provision especially prohibits the sharing of passwords with third parties. Users shall be liable for any unauthorized use of the data they have stored on netfiles insofar as such use is made possible by their behavior.
4. All material provided by netfiles or third parties, including copy, software, photographs, videos, graphical elements, music and sound, is protected by copyright in the form of both individual works and collections. Users are permitted to download and use this material for private use only within the purpose of this contractual relationship and the strict limitations of copyright law. However, users are prohibited from duplicating, copying, transmitting, distributing, publishing or commercially exploiting this material. Users are also prohibited from using electronic or other means to convert this material to other data formats by other methods.

5. netfiles is authorized to block connections to the user's data on the Internet if there is sufficient reason to suspect illegal content, in particular due to warnings issued by the allegedly injured party, unless such allegations are obviously unfounded, or as the result of investigations by public authorities. Users shall be informed without delay of said blocks and the reasons for them, and shall be instructed to remove the allegedly illegal content or present their arguments for its legality. Users may also be required to prove the legality of such content. Blocks shall be removed as soon as the suspicion has been invalidated.

§ 4 Privacy

1. netfiles shall maintain strict confidentiality with respect to any and all user information of which it becomes aware.
2. Personal data collected by netfiles as part of the application process or in order to deliver services or for the purpose of communication shall be processed or used by netfiles only subject to users' prior written consent or where such action is required or permitted by law.
3. For technical reasons, logfiles that can contain personal data are created and stored during the use of netfiles. These logfiles constitute protected data and are deleted after 30 days at the latest.
4. netfiles shall treat as confidential all documents and other information that it receives from customers or users ("confidential information") within the framework of its services, and shall not pass this information on to third parties without the prior written agreement of the user.
5. netfiles shall ensure that access to confidential information is granted only to employees who require such access for technical reasons or in order to optimize contractual performance as specified in the Customer's contract. netfiles shall also bind all such employees to confidentiality.
6. For the technical function of netfiles and the user friendly function it is necessary that information about the current usage is stored and read in your browser (cookies). The storage period of these cookies is limited to the technically necessary extent. If you prevent the storage in your browser settings, you will no longer be able to use netfiles in your browser.
7. The party responsible for processing personal data in a netfiles account is generally the party that has concluded the contract for the associated data room. This also applies to test accounts. To exercise your rights regarding information, deletion, restriction, correction, etc., please contact them. The company netfiles is here only a processor of orders in the sense of Art. 28 GDPR (General Data Protection Regulation).
8. If you have general questions regarding data protection in connection with the use of netfiles, please contact us by e-mail at dataprivacy@netfiles.com
9. Further information on data protection can also be found at <https://www.netfiles.com/en/about-us/privacy-policy/>

§ 5 Exclusion of Warranty

1. The user acknowledges and agrees that netfiles is provided for use “as is” and that netfiles excludes any explicit or implied warranty of any kind. netfiles provides no guarantee or promise regarding the outcomes of using netfiles, the accuracy or reliability of information obtained over netfiles, the meeting of users’ requirements or continuous, punctual, secure and error-free operation of the service. The risks of use are borne entirely by the user. Downloading or otherwise acquiring material or files using our services is at the discretion of the user and any risks associated with these actions are borne solely by the user. Any damages that may result from the use of netfiles are the sole responsibility of the user.
2. To the extent permitted by law, netfiles shall not be liable for any punitive, indirect or incidental damages, or for any consequential damages whatsoever that may result from access to or the use of the service (or the inability to do so).

§ 6 Liability

1. netfiles shall undertake all reasonable endeavors to prevent unauthorized persons from gaining access to the data stored on netfiles.
2. If the system is not available in part or in full for reasons for which netfiles cannot be held responsible, or for maintenance-related reasons, netfiles assumes no liability for any damages, including consequential damages, that may result for the user.
3. netfiles has no control over the transmission of data via the Internet or the World Wide Web. netfiles therefore provides no guarantee that the transmission of files or documents to or from netfiles will be successful or free of errors.
4. The user is responsible for creating periodic backup copies of his or her data.
5. Neither netfiles nor users of netfiles shall be responsible for the illegal behavior of other users, even if such behavior is associated with the content and use of netfiles.
6. Liability for events that are not the fault of netfiles, such as official acts, labor disputes, accidental damages and force majeure, is precluded.
7. In the case of damages resulting from default, impossibility and/or breaches of material contractual obligations, netfiles shall be held liable only insofar as the damages were foreseeable. In the case of breaches of contractual obligations that are not of material significance, netfiles accepts liability only in the case of gross negligence or malicious intent, and again only if the damages were foreseeable. For tortious claims, liability exists only in the case of gross negligence or malicious intent; this clause shall not apply if the tortious claims compete with contractual claims that are excluded from liability pursuant to § 6 (1) and (2). Liability pursuant to the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected. The universal burden of proof remains unaffected by this regulation.

8. netfiles' liability for any incidents during the free trial period shall be restricted to malicious intent and gross negligence.
9. The statute of limitation for claims is 2 years. The start of the limitation period is determined by § 201 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). § 6 (1) shall not apply to statutory warranty periods or tortious claims.

§ 7 Other Agreements

1. The language of the contract is German. This English version is merely a courtesy translation.
2. If the user is a businessperson, a legal entity under public law or a special fund under public law, the sole place of jurisdiction shall be Burghausen. The same applies if the customer does not have a place of jurisdiction in Germany.
3. §7 (1) shall not apply if the legal dispute involves claims other than those of an economic interest or if an exclusive place of jurisdiction is applicable for the dispute.
4. The place of fulfillment for delivery and payment is Burghausen, the legal domicile of netfiles.
5. All legal relations between netfiles and the user are governed by the laws of the Federal Republic of Germany, even if the user's place of residence or business domicile is in another country.

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