

Terms of use for the APIS® forum provided by APIS® Informationstechnologien GmbH

Art. 1 Area of application

The following terms and conditions apply to the use of the APIS® forum provided by APIS® Informationstechnologien GmbH (hereinafter referred to as “provider”).

Using the forum is permitted only if you as a user accept these terms of use.

Art. 2 Registration, conclusion of contract, and subject matter of the contract

1. In order to use the forum, it is required that you register via the corresponding mail form. After your e-mail address has been activated, you will receive a confirmation by e-mail to verify your data. With the provider activating your account, the contract on the free usage of the forum takes effect (conclusion of contract).

2. The subject matter of the contract is the free use of the functions of the forum as an online communication platform. For that purpose, the user will be provided with an “account” that you can use to post contributions and threads in the forum.

3. In principle, there is no legal claim to activation or participation in the forum. The provider's unrestricted rights of the owner applies.

4. You are the only person allowed to use your forum account. Being the owner of the account, you are also responsible for protecting it against misuse. Therefore, you have to protect your access data from access by third parties. It is not permitted to use trademarked words and Internet addresses as usernames (nicknames).

5. The provider shall make every effort to offer the service for retrieval without interruption if possible. Even with all due care, downtimes cannot be ruled out in which the web servers are inaccessible via the Internet due to technical or other problems that are beyond the provider’s control (third party fault, force majeure, hacker attacks against the infrastructure, etc.). The user acknowledges that a hundred percent availability of the website is technically impossible.

6. The provider reserves the right to change and expand the content and structure of the platform as well as the associated user interfaces if that does not or only insignificantly affect the fulfilment of the purpose of the contract concluded with the user. The provider will inform the users accordingly about the changes.

7. The purpose of the forum is a “market of opinions” directed at the public. Therefore, peaceful and respectful interaction among the users without offensive hostilities shall be maintained.

Art. 3 Obligations of forum users

1. As a user, you undertake that you will not publish any contributions that violate these rules, morality, or any otherwise applicable law. In particular, you are prohibited from

- Publishing offensive or untrue content;
- Sending spam to other users via the system;

- Using content protected by law, in particular by copyright and trademark law, without authorization;
- Engaging in anti-competitive activities;
- Posting your thread more than once in the forum (prohibition of double postings);
- Publishing third party press articles in the forum without the author's consent;
- Advertising in the forum without the provider's express written permission. That does also apply to so-called "covert advertising" such as, in particular, linking one's own homepage with or without posting text in the signature or within postings. Homepage URLs and address or contact details may be published only in the user profile of the forum.

2. As a user, you undertake to check your contributions and threads before publishing them to see whether they contain information that you do not wish to publish. Your contributions and threads may be recorded in search engines and thus become accessible worldwide. An entitlement to deletion or correction of such search engine entries against the provider shall be excluded.

3. In the event of violation, in particular of the rules set forth in art. 3 sec. 1 and 2, the provider may also impose the following sanctions on the user, irrespective of a termination of the contract:

- Deletion or modification of content posted by the user,
- Issue of a warning or
- Blocking of the access to the forum.

4. If third parties or other users make claims against the provider due to possible legal infringements which a) result from the content that the user posted and/or b) arise from the user's use of the provider's services, the user shall undertake to indemnify the provider against any claims, including claims for damages, and to reimburse the provider for the costs incurred by the latter due to the possible legal infringement. In particular, the provider is released from the costs of the necessary legal defense. The provider is entitled to demand an appropriate advance payment from the user for that purpose. The user is obliged to support the provider in good faith in the legal defense against third parties by submitting information and documents. All further rights and claims for damages of the provider shall remain unaffected. If the user is not responsible for the possible infringement, the aforementioned obligations do not apply.

Art. 4 Transfer of rights of use

1. The copyright for your threads and contributions, if as they are subject to protection by copyright law, remains with you as the user. However, by posting a thread or contribution, you grant the provider the right to keep the thread or contribution permanently on its websites. In addition, the provider has the right to delete, edit, relocate, or close your threads and contributions.

2. The aforementioned rights of use shall remain in force even if the forum account is terminated.

Art. 5 Limitation of liability

1. The provider of the forum does not accept any responsibility for content posted in the forum, in particular for accuracy, completeness, and up-to-dateness of content.

2. The provider shall be liable for intent and gross negligence as well as for breaches of a material contractual obligations. Material contractual obligations are those the fulfilment of which makes the proper performance of the contract possible in the first place and on the compliance of which the contractual partner may regularly rely. To an extent limited to compensation of damages foreseeable at the time the contract is concluded and typical for the contract, the provider shall be liable for such damages that are caused by slightly negligent breach of material contractual obligations by the provider or one of its legal representatives

or vicarious agents. The provider shall not be liable in the event of slightly negligent breach of ancillary obligations that are not material contractual obligations. Liability for damages that fall within the scope of protection by a guarantee or warranty given by the provider as well as liability for claims based on the German Product Liability Act and damages from injury to life, limb or health shall remain unaffected.

Art. 6 Term / termination of the contract

1. The contract shall be concluded for an indefinite period.
2. Both parties may terminate the contract agreement without notice.
3. If the user deletes the account or has the account deleted (termination of the contract), his public statements, in particular contributions in the forum, remain visible to all readers, but the account can no longer be accessed.

Art. 7 Choice of law

The contractual relations between the provider and the user shall be governed by the law of the Federal Republic of Germany. Excluded from that choice of law are the mandatory consumer protection provisions of the country in which the user has its habitual residence.

In case of doubt or dispute, the German version of the terms of use shall prevail.

Last updated: 2021/12

Source: [Forenregeln Muster](#) by [Juraforum.de](#)

APIS®, APiS North America®, CARM®, IQ-RM® and IQ-FMEA® are registered trademarks of APIS Informationstechnologien GmbH