

Terms of Use of the “sedna.cloud (Cloud)” online portal

As of: November 2022

The following Terms of Use apply to “sedna.cloud”, a service provided by ~sedna GmbH, with business address at: Salzufer 13F, 10587 Berlin, Germany (hereinafter “~sedna”).

The Terms of Use regulate the use of the online portal “sedna.cloud (Cloud)“, which is accessible at www.sedna.cloud for ~sedna's existing and new customers (hereinafter “users”), and to which you agree by registering. sedna.cloud (Cloud) allows users to register free of charge so that they can use the free license management provided for ~sedna products via sedna.cloud (Cloud). All licenses and services of ~sedna, which exceed the provision of sedna.cloud (Cloud), are subject to the respective applicable contract terms and license terms.

~sedna reserves the right to modify these Terms of Use from time to time and to adapt them to technical and legal developments. The user – if he has registered – will be notified of the change separately. In the event of the invalidity of individual provisions of this user agreement, the validity of the remaining provisions shall remain unaffected.

Definitions:

"Content"	refers to text files, video files, audio files, web files or graphic files that are either provided by ~sedna within the scope of the respective ~sedna product or originate from the user himself.
"End device"	is any device of the user, on which a ~sedna product is used or is to be used.
"Perpetual License"	refers to a license of a ~sedna product purchased by the user, which entitles the user to perpetual use.
"Rental License"	refers to a license of a ~sedna product purchased by the user, which entitles the user to use the product for a limited period of time.
"License Management"	is a free service provided by ~sedna, via which the user can use his ~sednaID to activate, deactivate and reactivate his perpetual licenses or rental licenses in sedna.cloud (Cloud) with the ~sednaKey and view his booked ~sedna services.
"~sednaID"	is the identification number individually generated by ~sedna (Unique Identification Number = "UIN") for the use of license management and ~sedna services.
"~sednaKey"	is a UIN required for the authentication of ~sedna products in the sedna.cloud (Cloud) to use the license management and ~sedna cloud services.
"~sedna products"	are software products distributed by ~sedna in the field of digital signage, as well as separately licensed add-ons of these products.

"~sedna services" are services provided by ~sedna, such as maintenance, support, hosting ("Cloud Space"), which can be booked by the user via sedna.cloud (Cloud) in conjunction with perpetual licenses and rental licenses.

1. Registration of the user

- 1.1. Use of the services available on sedna.cloud (Cloud) requires you to register as a user. A legally binding user contract is concluded on registration. In the case of a legal entity, registration must be carried out by a natural person who has unlimited legal capacity and is authorised to represent the legal entity. Registration on sedna.cloud (Cloud) is free of charge.
- 1.2. The contact details and other information requested by ~sedna during registration must be provided correctly and in full. When registering a legal entity, the natural person authorised to represent must also be specified.
- 1.3. Once you have entered all the requested data, ~sedna will check it for completeness and plausibility. If ~sedna considers the information to be correct and has no other reservations, ~sedna will activate the requested access and notify you about the activation by e-mail. The e-mail is considered as acceptance of your request for registration. Upon receipt of the email, you are authorised to use sedna.cloud (Cloud) under these Terms of Use. To do this, you must first confirm your activation by clicking on the link contained in the e-mail.

2. Access data

- 2.1. You will be asked to provide a user name and password during registration. You can log in to sedna.cloud (Cloud) using this data after your access is activated and after your confirmation.
- 2.2. The access data, including the password and the additional ~sednaID assigned to you, must be kept secret by you and not made accessible to unauthorised third parties.
- 2.3. You are obliged to keep your data (including your contact details) up to date. If there is a change in the data provided during the period of your registration, you must correct the data immediately on sedna.cloud (Cloud) in your personal settings.
- 2.4. It is also your responsibility to ensure that only you or persons authorised by you access sedna.cloud (Cloud) and use the services available on sedna.cloud (Cloud). ~sedna must be informed immediately if there is reason to fear that unauthorised third parties have gained or will gain knowledge of your access data. In this case, ~sedna is authorised to block access (temporarily).

3. Acquisition of license software and ~sedna services in license management

- 3.1. License management is available to licensees of ~sedna products and booked ~sedna services. License Management provides an overview of all licenses you have purchased or rented and all ~sedna services you have booked. As a registered user, you can add additional perpetual licenses and rental licenses to sedna.cloud (Cloud) at any time.
- 3.2. Your license software is automatically registered online with the ~sednaKey and assigned to your device. You can transfer your license software to your other end devices via license management.

- 3.3. Holders of perpetual licenses without dongle and rental licenses must keep their computers connected to the Internet at all times in order to enable the software product, on which the respective license is based, to be automatically registered online in license management with the ~sednaKey and to be available in the overview.
- 3.4. Holders of perpetual licenses with dongle can enter these perpetual licenses in the license management. The perpetual license with dongle will then be displayed in the overview on sedna.cloud (Cloud). Perpetual licenses with dongle cannot be registered on sedna.cloud (Cloud) and are not managed via sedna.cloud (Cloud).

4. Booking of ~sedna services

You can book various ~sedna services as a registered user.

You can also book the following ~sedna services, if available, from ~sedna for your perpetual licenses and rental licenses:

- a. Cloud Space contract for hosting your content;
- b. Maintenance contract for the delivery of updates/upgrades;

Requests for ~sedna services should be addressed to: orders@sedna.de.

5. Availability of sedna.cloud (Cloud)

The right to use the services available on the sedna.cloud (Cloud) after registration is subject to ~sedna's technical and operational feasibilities. ~sedna strives for uninterrupted usability of sedna.cloud (Cloud) as far as possible. However, technical faults (e.g., interruption of power supply, hardware and software faults, technical problems in the data lines) may cause temporary restrictions or interruptions.

6. Termination of the user contract

This user contract can be terminated at any time with a notice of 30 days, provided that the use of sedna.cloud (Cloud) is not a necessary component for holders of perpetual licenses or rental licenses or other services. In these cases, the user contract can be subject to ordinary termination upon expiry of the corresponding contracts at the earliest. The right of termination in exceptional cases for good cause shall remain unaffected. Notices of termination require the written form. When a termination becomes effective, ~sedna will delete all user data within a reasonable period of time, provided that these are no longer needed for contract processing and there are no statutory retention periods.

7. Data protection

- 7.1. ~sedna handles the personal data of the users in a responsible manner. Please refer to the Privacy Policy (<https://www.sedna.de/en/privacy-policy-and-imprint/>) for more information on data protection.
- 7.2. If the user collects, processes or uses personal data himself or through providers, he is responsible for ensuring that he is authorised to do so in accordance with the applicable regulations, in particular, data protection regulations, and shall indemnify ~sedna from claims asserted by third parties in the event of a breach.

8. Limitation of liability

- 8.1. ~sedna and its legal representatives and vicarious agents shall be liable for slight negligence only in the event of the breach of essential contractual obligations, and such liability shall be limited to the typical damage foreseeable when concluding the contract. Essential contractual obligations are obligations which must be fulfilled to enable the proper performance of the contract and on the compliance of which the user may rely upon on a regular basis. ~sedna and its legal representatives and vicarious agents are fully liable for damage to life, limb or health. Liability for the loss of data shall be limited to the amount that would have been incurred for its restoration if the data had been properly and regularly backed up. Apart from this, the liability of ~sedna and its legal representatives and vicarious agents is limited to wilful intent and gross negligence.
- 8.2. Without prejudice to the statutory liability of the provider for positive knowledge of unlawful contents according to Sections 7 ff. of the Telemedia Act (Telemediengesetz – TMG), ~sedna is not responsible for any content posted by users. In the event of a claim due to an infringement of copyright or property rights for which the user is responsible, the user shall indemnify ~sedna against all claims asserted against ~sedna and the associated expenses in this respect.

9. Closing Provisions

- 9.1. Unless expressly stated otherwise, all declarations must always be made in writing. This shall also apply to any waiver of this written form requirement. The parties agree that transmission by telefax and e-mail complies with the written form requirement, provided that the receipt of the telefax or e-mail can be proved.
- 9.2. Should individual provisions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provision, the provision which comes closest to the economic purpose of this provision in a permissible manner shall be deemed to be agreed.
- 9.3. The place of performance is the registered office of ~sedna. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the rules referring to other legal systems.
- 9.4. The place of jurisdiction for all legal disputes arising from the user contract, as well as for all disputes relating to its creation and the effectiveness of this contractual relationship for merchants, legal entities under public law or special funds under public law, shall be the registered office of ~sedna. Notwithstanding the above, ~sedna is entitled to assert claims at the registered address of the user.