

Terms of Use

The Terms of Use must be accepted upon registering as a new user with ProjektTing.

Definitions

“ProjektTing” is a product of Dynamic Development GmbH, located in Hörstel, Germany.

“Services” means the services described as ProjektTing.

“Customer” means the individual or the legal entity who activates Services and assumes payment responsibility.

“Data” means all information or material including documents, spreadsheets, and comments, which are uploaded to, transferred through, publicly posted, processed, or entered into the Services by the Customer or the User.

“User” means the individual who registers a user account and gains access to the Services.

Services and Grant of Rights

Subject to these Terms of Use and the agreement with Customer, Dynamic Development GmbH hereby grants to the User a non-transferable, non-exclusive, limited term right to access and use the Services.

Accounting of the Services

ProjektTing is accounted in project month. To run a project on ProjektTing one needs one project month per month. Project month must be bought in advance. After each month, the balance of the project month will be reduced. A project can be paused for a maximum of one year. During the pause, the customer will not be charged for this project. If there are no project months left, all projects will be paused self acting.

User Obligations

The User undertakes, in conjunction with registration, to provide correct information regarding the User’s identity and a correct and legitimate e-mail address.

The User shall be responsible for the activities conducted through use of the Services and shall ensure compliance with national laws in conjunction therewith. All data uploaded to, transferred through, and publicly posted, processed or entered into the Services by the User shall be the sole responsibility of the User.

The User shall be responsible for monitoring its projects and shall be liable vis-à-vis Dynamic Development GmbH for ensuring that Content transferred to or handled within the Services, which is processed by the User and/or individuals invited by the User, does not infringe upon any third party rights or in any other manner violates governing legislation, and that the User possesses such necessary licenses from third parties as may be required in order to process the content/use the Services.

The User undertakes not to provide access to the Services to anyone other than individuals who have completed the registration form and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than one (1) individual User.

The User is obligated to notify Dynamic Development GmbH regarding any suspected breach of these provisions.

Personal Data, Privacy

In order for the User to be able to use the Services, the User must provide certain data to the service, including but not limited to full name, e-mail address and contact details. In the event the User registers a user account following an invitation from another User or customer to ProjektTing, such information may also have been provided to ProjektTing by the inviting User or customer to ProjektTing. Dynamic Development GmbH will not disclose to any third party any personal information pertaining to the User, nor use this data for things not required by the operation of ProjektTing.

Security, Passwords, etc.

The User shall ensure that identities, passwords, and equivalent information obtained by the User in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The User shall be liable for any unauthorised use of the Services. Dynamic Development GmbH shall have no liability for any loss or damage arising from the User's failure to comply with these requirements.

Where it is suspected that any unauthorised person has become aware of the User's identity and/or password, the User shall immediately inform Dynamic Development GmbH thereof.

Dynamic Development GmbH shall adopt reasonable measures to ensure that the security of the Services meets relevant industry standards. As part of this, Dynamic Development GmbH will carry out the following measures:

- Encrypt all data uploaded to the Server
- Only use Servers in Western Europe
- Provide all Services with encrypted Connections

Confidentiality

Dynamic Development GmbH undertakes not to disclose to any third party, or otherwise make available, information received by Dynamic Development GmbH from the User within the scope of this agreement. "Third party" in this section shall not mean Users who have access to the same project, unless the User's authorisation and access to the project is specifically restricted by the User.

Amendments

Dynamic Development GmbH reserves the right to amend these Terms of Use at any time without prior notice. The User shall be informed of such amendments by e-mail or through information made available on the website.

Term and Termination, etc.

These Terms of Use shall enter into force upon acceptance by the User through execution of the Terms of Use online in conjunction with registration. The Terms of Use shall remain in full force for an indefinite term until such time that the user account is closed.

Access Restrictions, Premature Termination

Dynamic Development GmbH shall be entitled, with immediate effect, to disable the User's access to a project, Services, or to prematurely terminate this agreement in the following cases:

- The User uses the Services in a manner that entails the perpetration of a crime.
- The User uses the Services in a manner that occasions loss or the risk of loss for Dynamic Development GmbH or any third party.
- It may be reasonably assumed that continued dissemination of Content violates governing law.

- The User otherwise fails to comply with the above conditions and such breach of contract is material.

Assignment

The User shall not be entitled to assign his/her rights or obligations under these Terms of Use.

General Provisions

These Terms of Use have been prepared in the German language and the same shall be controlling in all respects. Any non-German versions of the Terms of Use are provided solely for accommodation purposes.

If any provision of the Terms of Use is declared unenforceable for any reason, the remainder of the terms will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible, as permitted by law to achieve as nearly the same intent and economic effect as the original provision.

Governing Law

These Terms of Use and the ensuing relationship between Dynamic Development GmbH and the User shall be construed in accordance with, and governed by, the laws of Germany.

Place of jurisdiction is always the registered office of the Dynamic Development GmbH:

Dynamic Development GmbH

CEO: Thomas Reimelt

In der Friete 3

48477 Hörstel / Germany

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