

General Terms of Use CADSOMA (End Customers)

§ 1 General, Scope

- (1) These General Terms of Use shall apply to all legal relationships of MERViSOFT GmbH, Rheingaustrasse 88, 65203 Wiesbaden (hereinafter: “MERViSOFT”) with users on the marketplace <https://CADSOMA.com/> and all sub-sites (hereinafter: “CADSOMA”). In this context, anyone who uses CADSOMA as a buyer or to publish a search query shall be deemed to be a user. Separate contractual agreements apply to sellers.
- (2) Deviating provisions of the users shall not apply unless MERViSOFT has confirmed it in writing. Individual agreements between MERViSOFT and the users shall always take precedence.
- (3) The text of the contract shall be stored by MERViSOFT after the conclusion of the contract, but shall not be publicly accessible. The user may retrieve, save and print these General Terms of Use.
- (4) The contract languages are German and English.
- (5) The business relations between MERViSOFT and the user shall be governed by the law of the Federal Republic of Germany. The application of UN sales law is excluded.
- (6) The place of jurisdiction is Wiesbaden, Germany, if the user is a merchant, a legal entity under public law or a special fund under public law. The same shall apply if a user does not have a general place of jurisdiction in Germany or if the user’s place of residence or usual abode is unknown at the time the claim is filed.
- (7) Users who are consumers have the option to use an alternative dispute resolution. The following link of the EU Commission (also called OS platform) contains information about online dispute resolution and serves as a central contact point for the out-of-court settlement of disputes arising from online service contracts: <http://ec.europa.eu/consumers/odr>.
- (8) Duty to provide information pursuant to the Consumer Dispute Settlement Act (sec. 36 VSBG): MERViSOFT is neither willing nor obliged to participate in further dispute resolution proceedings before a consumer arbitration board.

§ 2 Contents of CADSOMA

- (1) MERViSOFT operates the CADSOMA platform on which, in particular, CAD products and CAD services are offered. The products and services offered are not offers made by MERViSOFT, but offers made by third parties (dealers). All providers of products or services are entrepreneurs in the meaning of sec. 14 BGB (German Civil Code).
- (2) A user may purchase various products or services (hereinafter: “Products”) on CADSOMA from registered sellers for a fee. A purchase contract or service contract is always concluded between the user and the respective seller; in this respect, MERViSOFT only provides the technical platform with CADSOMA and does not

become a contractual partner of the purchase contracts/ service contracts and is also not liable for their fulfillment or for any warranty. An order of the user is an offer to conclude a purchase or service contract, so that a contract will be concluded with the respective seller. The General Terms and Conditions of the respective seller apply to the purchase or service contracts, and the seller is also responsible for the fulfillment of all instruction obligations incumbent upon it.

- (3) Users also have the option of submitting search queries for specific products/services etc. The results displayed to the user after the search query are shown as part of a ranking. The display criteria can be individually set by the user according to the following specifications: -most popular (default), -best rated, -oldest, -price: high to low, -price: low to high.
- (4) MERViSOFT may restrict access to CADsOMA if the security of network operation and/or the maintenance of network integrity, in particular the avoidance of serious disruptions to the network, the portal or stored data, so require.

§ 3 Registration, guest access

- (1) Users can register on CADsOMA or use CADsOMA as a guest. The registration is free of charge.
- (2) Both in the context of registration and when using CADsOMA as a guest, each user must first accept these General Terms of Use.
- (3) Registration shall be effected by opening an user access. The user shall receive an e-mail from MERViSOFT with a link to confirm the registration. A registration that a user does not complete within one week by logging on to CADsOMA for the first time or by clicking on the link in the confirmation e-mail may be deleted by MERViSOFT. Upon confirmation of the registration by the user, a contract for the use of CADsOMA (hereinafter referred to as “user contract”) shall be concluded between MERViSOFT and the respective user. MERViSOFT shall confirm the conclusion of the user contract by e-mail and send him these General Terms of Use. Until the registration process has been completed, a user can correct his entries directly in the corresponding input fields using the usual keyboard, mouse and touch screen functions.
- (4) Registration is only permitted to persons of unrestricted legal capacity. Minors may not register. Each user may only have one account; a transfer of the account is not possible.
- (5) When registering, users must enter their e-mail address, which is also their user name, and a password. Users must keep their password confidential.
- (6) The data requested during registration must be provided completely and correctly, in particular a valid e-mail address. Communication between MERViSOFT, the sellers and the registered users shall take place via the e-mail address provided.

§ 4 Duration of the user contract, Termination

Registration as a user is for an unlimited period. Every user can terminate his user contract at any time in text form or online (“delete user account”). The right to extraordinary termination remains unaffected for both contracting parties. The usage data will be deleted within one week after receipt of the termination.

§ 5 Costs, No right of revocation

- (1) The use of CADSOMA is free of charge for the user to order products or services.
- (2) The prices for the products or services offered by the sellers result from the respective offer. The payment transaction takes place between the seller and the user. The payment methods provided by the seller are available to the user.
- (3) No right of revocation shall apply to contracts for free services such as the free use of CADSOMA
- (4) (sec. 312 para. 1 BGB).

§ 6 Liability

- (1) MERViSOFT shall not accept any responsibility for the offers and item descriptions of third parties, in particular the sellers.
- (2) Over and above the liability for material defects and defects of title, MERViSOFT shall be liable without limitation, if the damage has been caused intentionally or by gross negligence. MERViSOFT shall also be liable for negligent violation of material contractual obligations (obligations whose violation jeopardizes the attainment of the purpose of the contract) as well as for the violation of essential obligations (“Kardinalpflichten“) (obligations, whose performance will enable the due and proper performance of the contract in the first place and on whose performance the Customer as a rule relies), in each case however only for the foreseeable damage that is typical for this type of contract. MERViSOFT shall not be liable for the negligent violation of obligations other than those mentioned above.
- (3) The limitations of liability in the preceding paragraph shall not apply in the event of injury to life, body and health.
- (4) If liability of MERViSOFT is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

§ 7 Data Protection

The collection, processing and use of the users’ personal data by MERViSOFT shall be carried out in compliance with the applicable data protection provisions and in accordance with the Privacy Policy.

Last amended: November 2022