

// Special Terms and Conditions for the Use of FNT GmbH's Software-as-a-Service Demo and Test Account

1. Scope

1.1.

These Special Terms and Conditions (hereinafter referred to as "ST&Cs") of FNT GmbH and its affiliated companies (hereinafter referred to as "FNT") apply to the use of the Software-as-a-Service demo and test account. These ST&Cs supplement the General Terms and Conditions for Software-as-a-Service/SMB. This FNT service is intended exclusively for business customers.

The term "affiliated companies" as used in these ST&Cs signifies legally independent companies in which FNT GmbH owns a majority of the shares or voting rights. It also signifies those companies over which FNT GmbH can exercise a controlling influence, directly or indirectly, or which are under joint management of, or in any other way dependent on, FNT GmbH.

1.2.

Incorporation of the customer's own terms and conditions is hereby rejected unless otherwise agreed. These ST&Cs shall also apply exclusively if FNT makes delivery to the customer without explicit reservations while being aware of customer terms and conditions that contradict or deviate from these Special Terms and Conditions.

2. Use

FNT provides a free demo account on request. There is no entitlement to the provision of this service.

2.1.

The free demo account is provided for the sole purpose of testing the SaaS service within a limited time period. FNT does not warrant the uninterrupted or error-free operation of the demo account or the correction of any errors. The demo account is accessed via the Internet.

2.2.

The demo account is limited to a period of 30 days from the date the SaaS service is made available to the customer. The demo period will expire without notice of termination. Thereafter, the customer will be unable to access the demo account. Unless otherwise agreed, FNT will delete the customer's data and account access details when terminating the contractual relationship. The customer is not entitled to request the transfer, storage, or accessibility of the data associated with the respective demo account.

2.3.

The demo account user can request support from FNT by e-mail. The number of support requests is limited to 5 per demo account. FNT is not obligated to process a support request within a specified time.

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2.4.

FNT provides support for user- and method-related issues. This support includes training materials and instructional videos. There is no entitlement to customer-specific materials.

3. Governing Law, Place of Jurisdiction

3.1.

The law of the Federal Republic of Germany shall apply to all legal relations between the parties to the exclusion of the conflict of laws rule and to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).

3.2.

The place of fulfillment and exclusive place of jurisdiction for all disputes shall be the headquarters of FNT provided that the customer is a merchant, legal entity under public law, or special fund under public law.