General Terms and Conditions of Use (GTCU) for online services cctop and invoice4all

of stratEDI GmbH, Lusebrink 9, 58285 Gevelsberg, Germany

1 Scope of application

The company stratEDI provides services for the exchange of EDI messages between business partners in accordance with the following definitions.

The services defined below are provided by stratEDI under the following conditions. In addition, only the terms and conditions corresponding to the customer's registration shall apply. The validity of any general terms and conditions of the customer is expressly excluded.

With regard to the handling of personal data, the General Terms and Conditions Data Protection for Order Processing of stratEDI GmbH apply, which can be viewed at the following addresses:

https://www.cctop.de/dokumente/AGB-AV_cctop_EN.pdf
https://www.invoice4all.de/dokumente/AGB-AV_invoice4all_EN.pdf

stratEDI concludes contracts exclusively with business customers.

2 Conclusion of contract

2.1 Conclusion of contract for the cctop service

The contract between stratEDI and the customer comes into effect when the customer registers on the stratEDI website (https://www.cctop.de/). The content of the contract is determined by the customer's choice between the various services offered by stratEDI.

The customer must register on the platform and thus create a user account for their company. The GTCU are confirmed during the registration process. The use of a user account with the ordered functions is only possible if the GTCU have been confirmed. After registration, the customer automatically receives an e-mail confirming his registration. This e-mail is confirmation of the conclusion of the contract with the content that stratEDI will provide the customer with the service selected by him, i.e. either data clearing with the cctop standard inhouse formats or EDI data exchange via WebEDI.

2.2 Conclusion of contract for the invoice4all service

By registering on the stratEDI platform, the customer submits an offer to stratEDI for a general order or an individual order, together with the obligation to pay a fee for the agreed services. The registration is a binding offer of the customer towards stratEDI to provide the ordered services. stratEDI accepts this offer either explicitly or implicitly by providing or executing the services. Unless otherwise agreed individually, the terms and conditions according to clause 7.2 of these GTCU apply to general orders.

2.3 Changes to the contractual service

If the legal requirements change after the conclusion of a contract (e.g. change of formats by decree of the Federal Ministry of Finance), the customer may request stratEDI to implement these changes and, if necessary, commission them as an additional order subject to a charge. The right of stratEDI to cancel contracts instead remains unaffected.

If a new format is added, stratEDI is not obliged to support such a new legal format. In such a case, neither strat EDI nor the customer shall have an extraordinary right to terminate a continuing obligation for good cause.

2.4 Storage of the processed data

stratEDI will archive the data provided by the customer and processed and forwarded by stratEDI at its own discretion without recognising any legal obligation as a voluntary support service for the customer. This does not release the customer from his obligation to store the data himself in accordance with the principles of commercial and tax law and in particular to ensure archiving in compliance with the law.

As this is a free service without recognition of any legal obligation, stratEDI accepts no liability whatsoever in the event that the data is not saved or is saved incorrectly in whole or in part.

stratEDI stores the invoices created by the customer for a period of ten years as an additional free service. Archiving in accordance with tax law requirements does not take place. The customer remains solely responsible for electronic archiving. If the customer does not wish his invoices to be stored by stratEDI, he shall inform stratEDI accordingly. stratEDI shall then delete the invoices created by the customer's data after the aforementioned download period of 12 months has expired.

3 stratEDI services

3.1 Electronic data interchange - cctop

stratEDI enables the exchange and conversion of EDI messages between business partners via the cctop clearing centre. After registering for data clearing with the cctop standard in-house formats or EDI data exchange, stratEDI will contact the partner specified by the customer to initiate the EDI connection and request test data if necessary.

The possibility to exchange electronic data is made possible by stratEDI within the framework of cctop in two ways, which the customer chooses bindingly during registration: classic EDI or WebEDI.

3.1.1 classicEDI

Using cctop for data clearing replaces the classic EDI process. This eliminates the need to operate your own local EDI solution.

Instead, the business partner sends the data intended for the cctop customer (e.g. orders) in EDIFACT format to the cctop server. Here, the data is converted into the cctop standard in-house format and then forwarded to the customer. This also works in the opposite direction.

Any message types (such as orders, order confirmations, shipping notifications, invoices, sales data, stock messages, payment messages, shipping orders, status messages, etc.) are supported.
The prerequisite is that the customer submits his data in the cctop standard in-house format. stratEDI is authorised but not obliged to support other formats requested by the customer.

If the customer wishes to communicate with cctop via a differently defined interface, he can inform stratEDI of this. stratEDI will then submit an offer for the adoption/adaptation of the interface in writing. There is no entitlement to the realisation of an interface by stratEDI.

3.1.2 WebEDI

WebEDI is a service alternative within the framework of cctop. It supports classic order processing, i.e. the electronic exchange of orders, delivery notes and invoices. The application is certified by GS1 Germany.

Customers can log in to the central cctop web server using a simple browser without additional software. After entering their user name and password, customers can read their orders online in a secure room and print them out on paper. These are processed in the conventional way, meaning that no changes need to be made to existing processes.

The customer creates electronic shipping notifications and invoices in online forms using the turnaround procedure, which means that only some of the necessary information has to be entered again. Delivery note and invoice data are converted to EDIFACT/EANCOM after entry and transmitted to the customer's EDI partner.

3.1.3 No documentation of individual facilities

The client is responsible for ensuring that the transactions carried out by the client can be documented. stratEDI is prepared to provide the client with assistance if necessary. Such assistance shall be invoiced on a time and material basis at stratEDI's current hourly rates. stratEDI shall be entitled to demand a reasonable advance on these costs before providing the assistance. The technical way of setting up the contractual services for the client, including the mappings, the conversion rules or the technical processes for the conversion of data are trade secrets of stratEDI and will therefore not be disclosed to the client under any circumstances.

3.1.4 Test phase

The following applies to both types of cctop service, classicEDI and WebEDI:

Once the interface has been set up by the customer or the customer's declaration that they wish to use cctop has been received, the functioning of the communication between the customer and the EDI partner is tested.

For this purpose, the customer or partner creates real test data, which is forwarded to the EDI partner or customer via cctop. The EDI partner compares the result of the data transfer with the customer and reports any errors to stratEDI and the customer.

For the duration of this test, the customer must ensure that his data reaches the EDI partner by means other than cctop, for example by sending written documents. stratEDI does not guarantee the accuracy, completeness or timeliness of the transmission of the data during this test phase.

If no more errors occur, the customer declares the release of the data traffic with the EDI partner to stratEDI. A notification by e-mail is sufficient. Once stratEDI has received notification of the release of data traffic by the customer and EDI partner, live operation begins.

3.2 Invoice4all

3.2.1 General information

At https://www.invoice4all.de/, stratEDI operates an online portal that enables users to create, send, receive, convert, visualise and convert electronic invoices to PDF in the formats prescribed by Section 14 of the German Value Added Tax Act (the EN16931 standard or interoperational formats).

3.2.2 Types of contract

The use of the platform can be regulated by the customer through a permanent contract with stratEDI or through a six-monthly package of 20 invoices, whereby a permissible number of invoice processing operations per defined time period is permitted.

3.2.3 Services for senders

(1) Conversion of customer invoices into VAT law formats
stratEDI provides the formats required by the Value Added Tax Act for the creation and transmission of invoices for use by the customer. These are currently either the XRechnung format or the ZUGFeRD format in accordance with the EN16931 standard.
stratEDI converts invoices uploaded to the platform by the customer into a format selected by the customer that complies with the requirements of the VAT Act.

(2) First-time creation of invoices by the customer
The customer can also create an invoice on the platform using an input mask. The platform enables the creation of an invoice to the usual extent. It may not be possible to take the customer's individual specialities into account.

(3) No responsibility of stratEDI for the selection of the correct format
In both cases of paragraphs 1 and 2, it is the customer's responsibility to clarify whether he has selected the correct format for the invoice recipient. stratEDI does not and cannot check whether the recipient supports the format selected by the customer.

(4) Sending invoices
The customer can also upload a file with any number of invoices. The platform then creates the individual invoices and sends them to the various recipients. Any necessary consent of the recipient to receive electronic invoices (§ 14 para. 1 sentence 4 UstG) must be obtained by the customer and is not checked by stratEDI.

(5) Form of dispatch
The invoice is sent to the recipient electronically (email or Peppol), usually within approximately one hour.

(6) Undeliverability of an invoice
If, for whatever reason, an invoice cannot be delivered by the platform, the customer will receive an e-mail informing them that the invoice could not be delivered.

(7) Download the invoice
The invoice generated by the customer on the platform is available for download for a period of 12 months.

3.2.4 Benefits for recipients

Users duly registered as recipients on the platform receive, depending on the agreed service
- The electronic invoices uploaded by them to the platform are converted and returned by stratEDI (paragraph 1).
- or receive the electronic invoices already converted and sent by e-mail or FTP after receipt (paragraph 2).
- stratEDI also provides a viewer free of charge, with which the recipient can view a received electronic invoice in plain text.

The services in detail:

(1) Conversion of XInvoices to PDF
Recipients can upload invoices that they have received via or outside the platform. The platform then converts the invoice from XML format into a PDF that can be read by the recipient and makes it available to the recipient on the platform for download. The original XML document remains unchanged and can therefore continue to be used by the recipient vis-à-vis the tax authorities.

(2) Transfer of electronic invoices to ERP systems

stratEDI supports interfaces to various ERP systems as standard. The technical requirements for standard interfaces are defined by stratEDI. strat EDI provides the customer with sufficient information for the setup if required.

The customer may request stratEDI to implement the interface of a system not supported by stratEDI. The examination of the possibility of implementation is free of charge, the implementation is subject to a fee according to the applicable hourly rates of strat EDI.

stratEDI supports the customer during the implementation of the solution by providing training and implementation support. These services are invoiced on a time and material basis at stratEDI's current hourly rates.

stratEDI is permitted to carry out updates independently, for example to adapt to legal changes or to improve functionality, insofar as this is helpful for the contractual fulfilment of services. If this results in not insignificant performance restrictions for the customer, the customer is entitled to terminate the contractual relationship extraordinarily with a notice period of one month.

3.3 Handling of faults, response time

If the customer reports faults that have occurred, stratEDI will begin to rectify the faults within 2 hours and continue this work within normal working hours, Monday to Friday 8.00-17.00 (except public holidays in North Rhine-Westphalia and 24.12 and 31.12 of each year).

4 Rights to software and interfaces

All rights to software or interfaces used by stratEDI to fulfil its obligations are owned by stratEDI.

If stratEDI creates software or interfaces on behalf of the customer, in particular interfaces to the customer's ERP system, stratEDI shall retain all rights to these even if the interface was not created free of charge. stratEDI therefore has the exclusive exploitation rights to these programmes, in particular the rights to copy, distribute reproductions, edit and the right of public reproduction.

Unless otherwise agreed, the customer shall receive a simple right of use for his own business purposes.

Further rights expressly reserved to the customer by law remain unaffected.

5 Availability

(1) stratEDI provides its services 24 hours a day, 7 days a week, 12 months a year. An exception is a downtime of 3 % per month for necessary maintenance and care work. stratEDI will carry out this work between 10 p.m. and 6 a.m. if possible.

(2) stratEDI may temporarily interrupt or restrict access to the services at any time, provided that the security of the platform, the maintenance of the platform, in particular the avoidance of serious disruptions to the platform or stored data require this and the interests of the customer worthy of protection do not clearly outweigh this.

(3) stratEDI endeavours to ensure maximum availability of the platform within the scope of its sphere of influence. stratEDI guarantees availability within the scope of its own sphere of influence as a rule around the clock 99% of the year, subject to the proviso that minor periods of non-availability for the purpose of system maintenance within the meaning of paragraph 1 cannot be ruled out. Short-term unavailability due to necessary maintenance measures shall not be counted as periods of unavailability within the meaning of the availability commitment

made here. stratEDI shall carry out such maintenance measures outside normal business hours as far as possible and reasonable. If, due to maintenance, there is a foreseeable threat of unavailability for more than one hour, stratEDI will announce this in advance by appropriate means. stratEDI has no influence on the availability, stability and functionality of the Internet as a whole or the infrastructure of third parties required to establish a connection (access providers, backbones, DNS servers, etc.) and therefore cannot make any availability promises for such circumstances and cannot be held liable for them. This applies in particular to cases of force majeure, especially due to external, unforeseeable and uncontrollable events.

(4) There is no entitlement to the use of free functionalities, services and services. Free services can be cancelled, terminated and extended by stratEDI without the customer being able to derive any claims from this.

(5) stratEDI uses a computer centre and a provider for the transmission of data, with whom stratEDI has commissioned the necessary transmission technology X.400. stratEDI is not responsible for interruptions in the availability of the cctop services of stratEDI which originate from the area of responsibility of the computer centre and/or provider.

6 Obligations of the customer, user account

(1) The customer undertakes to use the contractual services only within the scope of the contractually agreed scope of services and exclusively for its own business purposes, unless the customer is acting as a service provider for third parties and has previously applied for and received permission from stratEDI to use the services, which is subject to approval. There is no entitlement to this.

(2) A user account always has only one access. The user account is assigned to the customer and one access is assigned to the customer's representatives. The customer shall impose obligations on its employees and all other authorised users of its user account to ensure that only persons authorised by the customer use the access and the user account on the stratEDI platform.

(3) The customer undertakes not to copy, modify, adapt, reproduce, translate, distribute, pass on or reconstruct (reverse engineering) any content or other features of the stratEDI platforms (including prices or service descriptions). The customer is prohibited from any violation or attempted violation of the security of the stratEDI platforms, as well as attempts to examine, test or test the vulnerability of the system or network or to violate the security or authentication measures. Mandatory legal rights of the customer remain unaffected by this.

(4) The customer undertakes to inform stratEDI immediately in text form as soon as circumstances arise that may affect the performance or success of the contractual services.

(5) Deactivation of user accounts, extraordinary cancellation
stratEDI reserves the right to deactivate or delete user accounts in certain cases or to deactivate certain functions for a user account. In any case, stratEDI has the right to deactivate or delete an account if there is an important reason for extraordinary cancellation.

Such good cause exists in particular if
- there are indications that give rise to the suspicion that the platform is being used in an unauthorised manner. Unauthorised use is deemed to exist, among other things, if the platform is used by or for third parties. Passing on the access data of a user account to third parties is not permitted;
- unlawful acts have been or are being committed from the user account;
- Information that plays a not insignificant role in the procurement or provision of services by stratEDI was deliberately misrepresented by the customer;
- the customer repeatedly culpably violates these GTCU.

This list is not exhaustive. stratEDI will give appropriate consideration to the interests of the customer, particularly in light of the seriousness of the offence or suspicion, when making its decision.

In all cases of suspicion, stratEDI will first deactivate the customer's user account until proof to the contrary is provided. The burden of proof lies with the customer. If the suspicion is confirmed, stratEDI is entitled to delete the user account and to claim any expenses or damages incurred from the customer as a result. The blocking or deletion of the user account during the use of chargeable services also means the cancellation for cause by stratEDI.

When deleting a user account (even in the case of deletion by the customer), the deletion of data that stratEDI must retain due to statutory retention obligations (e.g. under tax or commercial law) is always excluded.

7 Remuneration, payment

7.1 Remuneration for cctop

stratEDI GmbH shall receive remuneration for the services listed in section 3.1. The tariffs are listed at https://www.cctop.de/ under 'Prices'.

(1) Start of the payment obligation
The customer's payment obligation begins 6 weeks after registration, regardless of when the customer starts live operation.

(2) Additional services
Services that go beyond the ongoing services defined in 6.1 as well as first and second level support shall be invoiced on a time and material basis, whereby work values of 15 minutes each shall be invoiced. The customer shall pay for each quarter of an hour or part thereof at the rates stated in stratEDI's current price list. This can be viewed on the price page of cctop (https://www.cctop.de/).

(3) Settlement
stratEDI shall invoice the services rendered on a monthly basis and send an invoice together with a copy of the underlying calculation.

The invoice is payable within 10 calendar days of the invoice date without deduction.

7.2 Remuneration for invoice4all

(1) The customer is obliged to make a payment to stratEDI for the creation, dispatch, receipt or conversion of an invoice to/from an XRechnung, ZUGFeRD invoice or PDF. The claim for payment arises when the customer initiates the transaction on the platform. They can see how many actions they still have available on the platform via a counter in their account.

(2) The amount of remuneration is based on the selected service in accordance with sections 3.2.3 and 3.2.4 and the applicable price list, which can be viewed, downloaded and saved at https://www.invoice4all.de/, or on the individually negotiated conditions. The respective conditions are displayed in the user account and in the booking process.

(3) The customer will automatically receive a monthly invoice or an invoice for the half-yearly package for unlimited contracts.

7.3 Value added tax

The prices quoted are in euros and do not include the applicable VAT.

7.4 Maturity

All payment obligations are due for payment immediately without deduction. If the customer is in arrears, stratEDI shall be entitled to interest on arrears in accordance with the statutory provisions. Package contracts are always to be paid in advance, for which direct debit, credit card or Paypal are available.

7.5 SEPA direct debit

Depending on the agreement, customers with a standing contract issue stratEDI with a direct debit authorisation or pay against invoice. For SEPA direct debits, the pre-notification is shortened to one day. Costs incurred due to non-payment or reversal of the direct debit shall be borne by the customer.

7.6 Electronic invoice

The customer agrees that invoices and payment reminders may be sent electronically by e-mail in ZUGFeRD format or made available for download in the customer's account.

7.7 Price increases

stratEDI is authorised to increase the prices with a notice period of 2 months to the beginning of the month. The announcement is made by publication on the platform and by email message to the customer.

8 Liability

In the event that stratEDI GmbH has breached an obligation, the following shall apply:

8.1
stratEDI shall be liable for its employees, vicarious agents and assistants for damages without limitation of amount also for slight negligence in case of injury to life, body or health of persons.

In addition, stratEDI shall only be liable to the following extent:

8.2
The customer shall grant stratEDI GmbH a reasonable period of grace, which may not be less than three weeks, to remedy the breach of duty. Only after the unsuccessful expiry of the period for subsequent fulfilment may the customer withdraw from the contract and/or demand compensation.

If the customer is solely or predominantly responsible for circumstances that would entitle him to terminate the contract, or if the circumstance entitling him to terminate the contract occurred during the customer's default of acceptance, termination shall be excluded.

8.3
If stratEDI GmbH breaches an essential contractual obligation, i.e. an obligation without the fulfilment of which the purpose of the contract could not be fulfilled, it shall also be liable in cases of intent, gross negligence and slight negligence. In these cases, strat EDI GmbH shall compensate the damage foreseeable at the time of conclusion of the contract and typical for the contract. If stratEDI GmbH does not act intentionally or grossly negligent, but only slightly negligent, the liability in this respect is limited to 1,000,000 € per case of damage, twice per year. The customer can only claim damages per claim from an amount of more than 5000 EUR. Compensation for damages for amounts below this is excluded.

8.4
The liability of stratEDI GmbH for fraudulent intent and under the Product Liability Act remains unaffected.

8.5

The customer must accept contributory negligence, for example the inadequate provision of cooperation services (e.g. also inadequate error reports, organisational errors or inadequate data backup).

stratEDI GmbH shall only be liable for the recovery of data if the customer has taken the usual and appropriate precautions for data backup and has ensured that the data and programmes, which are available in machine-readable form, can be reconstructed with reasonable effort. In particular, the customer is obliged to carry out a data backup prior to any of the aforementioned work and to verify the successful completion of this data backup. If the customer has not done so, he is obliged to inform the employee of stratEDI GmbH before starting any work. If employees of stratEDI GmbH are to carry out the data backup and check its success, the customer shall bear the costs. The costs are calculated according to stratEDI GmbH's current price list.

8.6

If the customer is solely or predominantly responsible for circumstances that trigger a claim for damages against stratEDI or if the circumstance entitling the customer to damages occurred during the customer's default of acceptance, a claim for damages by the customer is excluded.

8.7 Additional disclaimer for invoice4all

If the customer commissions stratEDI to create a ZUGFeRD invoice from a PDF supplied by him and an invoice file transmitted by him, he may find that the PDF and the XML file generated by stratEDI differ from each other and thus no document complying with the ZUGFeRD requirements is generated. stratEDI accepts no responsibility for such deviations.

9 Term, cancellation

9.1 Term

A continuing obligation begins on the date agreed between the parties and runs for an indefinite period.

9.2 Cancellation

(1) The concluded continuing obligation may be terminated by either party in text form at the end of the month following the day of receipt of the notice of termination.

(2) The right of the parties to terminate the contract for good cause remains unaffected. An important reason for cancellation for stratEDI is given if the customer is in arrears with the payment of the contractual remuneration in an amount corresponding to two monthly remunerations. In this case the contractual services will be blocked for the customer from the effective date of the cancellation.

(3) All cancellations must be made in text form (email).

10 Confidentiality, data protection

10.1 Secrecy

stratEDI is obliged to keep the data received strictly confidential. The data shall be stored in such a way that any unauthorised access by third parties is not permitted. This also applies to access by employees of stratEDI who are not directly involved in the processing of the data provided by the client.

10.2 Data protection

stratEDI GmbH complies with data protection regulations and has obligated its employees to observe data secrecy.

stratEDI GmbH fulfils the requirements for commissioned data processing in accordance with Art. 28 GDPR. The specific measures taken in this regard and the customer's authorisations are set out in the General Terms and Conditions of Order Processing, which can be viewed at the following addresses:

https://www.cctop.de/dokumente/AGB-AV_cctop_EN.pdf
https://www.invoice4all.de/dokumente/AGB-AV_invoice4all_EN.pdf

Insofar as stratEDI GmbH uses other contractors, for example computer centres, to provide services relating to personal data, stratEDI GmbH has obligated them to maintain data secrecy in the same way as it has done for its customers through the General Terms and Conditions - Order Processing.

Employees receive regular training in data protection law.

11 General information

11.1 Written form

Amendments to this contract must be made in text form (e-mail). This also applies to changes to this written form requirement.

11.2 Severability clause

Should individual clauses of this contract be or become ineffective, the ineffective clause shall be replaced by an effective clause that comes closest to the economic purpose of the ineffective clause. This also applies to the filling of loopholes.

11.3 Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction for all disputes arising from this contract and for disputes concerning the validity of this contract is Gevelsberg.

11.4 Applicable law

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.

11.5 Assignment

An assignment of the customer's claims against stratEDI arising from this contract is not permitted without stratEDI's prior written consent. There is no entitlement to such consent.

11.6 Subsequent amendments to these GTCU

stratEDI reserves the right to amend these GTCU in the course of the contractual relationship. The customer will be expressly informed of the changes in an appropriate manner (usually by a pop-up window or an e-mail) and the - highlighted - changed passages will be pointed out. stratEDI reserves the right to decide how the customer is made aware of the changes.

If the customer does not indicate in writing within four (4) weeks of being informed of the new version that he does not accept the new version, this shall constitute tacit consent and the new version shall apply from this point in time. stratEDI undertakes to draw the customer's attention to the significance of his behaviour when informing him of the changes.

In the event of a timely objection by the customer, stratEDI shall be entitled to terminate the contractual relationship at the point in time at which the revised GTCU enter into force.