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Staffbase Terms of Service

This is an archived version of the Staffbase Terms of Service. View the current version ([URL: https://staffbase.com/en/terms/](https://staffbase.com/en/terms/)) or all past versions ([URL: https://staffbase.com/en/terms/archive-terms/](https://staffbase.com/en/terms/archive-terms/)).

1. General information and scope

1. Staffbase GmbH ("**Provider**") operates a platform ("**Staffbase Platform**") via which companies or other organisations ("**Customers**") are provided with access to services for internal and external communication. The Provider enables its Customers to access an administrator area via the web at <https://staffbase.com/> ([URL: https://staffbase.com/](https://staffbase.com/)) or other domains ("**Web Interface**"). In this, Customers can manage their access to the Staffbase Platform and add public and non-public content ("**Customer Content**"). Access by registered and non-registered users (collectively "**Users**") to Customer Content and other functions takes place via web apps ("**Web Apps**") and/or via applications ("**Mobile Apps**") provided by the Provider for common smartphones and tablets ("**Devices**"). The details of the scope of functions of the Staffbase Platform, the Web Interface, the Web Apps and the Mobile Apps (collectively "**Staffbase**") are set forth in the relevant user guide and these and other agreements between the Provider and the Customer, especially the contract model chosen by the Customer and available under staffbase.com/pricing.
2. These Terms of Service apply exclusively to all rights and obligations of the Provider and the Customer arising from and in connection with the free or paid-for provision of Staffbase. General terms and conditions of business of the Customer which contradict or deviate from the Terms of Service or statutory provisions are not recognised as valid by the Provider unless the Provider has expressly agreed to their validity in writing.
3. A free test account ("**Test Account**") and a paid-for customer account ("**Customer Account**", together with the Test Account: "**Account**") are available.

Accounts can be created online via the Web Interface or in writing or by email.

There is no entitlement to such an agreement ("**User Agreement**").

4. User Agreements are concluded in German or English language only.
5. By submitting a declaration aimed at concluding a User Agreement with the Provider, the declaring party warrants that it is authorised to conclude the User Agreement for the organisation named in the declaration and that it is submitting the declaration as or for an entrepreneur.
6. If an agreement is concluded outside the Web Interface, the corresponding written or electronic declaration by the organisation giving the required data represents a binding offer to use a Customer Account to which these Terms of Service apply. The Provider can accept this offer by written declaration (email is sufficient) or by enabling the Customer to access the Web Interface for the first time via the Customer Account.
7. Registration in the Web Interface by entering the requested data, which requires consent to these Terms of Service, constitutes a binding offer to use a Test Account or Customer Account. The Provider accepts this offer by enabling the Customer to access the Web Interface for the first time via the Test Account or Customer Account. The Provider will send the Customer confirmation of registration by email without undue delay.
8. The Provider will save the contractual text of the User Agreement. Beyond this, the Provider does not guarantee the availability of the terms of the User Agreement for viewing in the Web Interface.
9. The Provider can amend the Terms of Service and the User Agreement at any time as long as the amendment does not substantially impair the value ratio between the Provider's services and the agreed remuneration to the detriment of the Customer. An amendment of the agreed remuneration is first admissible upon expiry of one (1) year after Service Commencement according to Section 11.1 and on condition that it is necessary for alignment with the Provider's prices generally applicable to such services. The Provider will inform the Customer of such amendments one (1) month before the proposed effective date (text form is sufficient, e.g. by email to the Admin). The Customer is deemed to have granted consent if it does not object to the amendments before the proposed effective date in text form. The Provider will specifically inform the Customer in the notification about such deemed consent.

2. Web Interface

1. The Provider grants the Customer access to its Account via the Web Interface. Via this Web Interface, the Customer can manage its access to the Staffbase Platform, especially configuring plug-ins and features of the Web Apps and Mobile Apps, invite people electronically to access or use Staffbase, manage

roles according to the role concept of Staffbase and create, amend and delete Customer Content. Additional or different functions of the Web Interface such as adaptations of the Customer's corporate design can be agreed separately between Provider and Customer.

2. To use the Web Interface, the Customer needs hardware and software corresponding to the requirements of the Provider as well as an internet connection. See staffbase.com/technical-requirements for a description of the technical prerequisites to be met by the Customer to use the Web Interface. The Provider can adjust these if necessary to fit the latest technology. The Provider will inform the Customer in good time about such adjustments.
3. The Provider will enable an authorised person ("**Admin**") at the Customer to carry out all provided and agreed functions of the Web Interface including managing and configuring the Web Interface, adding and editing Customer Content and submitting declarations of intent for the Customer. The Admin is entitled to named other Admins via the Web Interface by giving the required details and such persons as are authorised for restricted use of the Web Interface ("**Admin User**") and to grant or remove usage and access rights according to the Staffbase role concept.
4. Unless alternative authentication procedures are agreed separately (such as single sign-on), access to the Web Interface takes place via a user ID and passwords. When accessing the Web Interface for the first time, the Customer Admin will set his or her own user ID and password. In the Web Interface, the Admin can set up other Admins and Admin Users who set their own user IDs and password when they first log in.
5. The Customer is responsible to the Provider for ensuring that all Admins and Admin Users are fully authorised to use the Web Interface in the context of the access rights granted and entitled to represent the Customer legally in this respect.

3. **Mobile Apps and Web Apps**

1. The Provider will aim to provide Mobile Apps during the term of the User Agreement for common Devices.
2. Use of Mobile Apps by the Users requires a Device and corresponding software that meets the requirements of the relevant operating system; the use of Web Apps requires the appropriate hardware and software. An internet connection is also necessary. See staffbase.com/technical-requirements for a list of compatible Devices and a description of the technical prerequisites for the Devices to be able to use the Mobile Apps and the relevant technical prerequisites for the use of the Web Apps. The Provider can adjust these if

necessary to fit the latest technology. The Provider will inform the Customer in good time about such adjustments.

3. All Users can access public Customer Content via the Mobile Apps and Web Apps and produce Customer Content themselves in the scope permitted by the Staffbase Platform. Registered Users also have access to non-public Customer Content. Also, Admins and Admin Users can carry out certain administrative tasks via the Mobile Apps. Additional or different functions of the Mobile Apps and Web Apps such as adaptations of the Customer's corporate design can be agreed separately between Provider and Customer. Unless alternative authentication procedures are agreed separately (such as single sign-on), access by registered Users to the non-public Customer Content and other functions of Staffbase via the Mobile Apps and Web Apps takes place via a user ID and passwords. When accessing a Mobile App or Web App for the first time, the User will set his or her own user ID and password.
4. The Provider will provide the Mobile Apps via the relevant app stores ("**App Stores**"). Provider and Customer can agree additional or different modes of provision, especially delivery as a file directly to the Customer. Provision of the Mobile Apps in the source code is not an obligation.
5. The Provider is responsible for the maintenance and updating of the Mobile Apps. The Provider carries out maintenance and updating services only for the most recent version of the Mobile Apps provided. The Provider is entitled to stop maintenance and updating services for the version prior to the most recent version of the Device operating system. The Provider is merely obliged to ensure compatibility between the Mobile Apps and the latest release version of the Device operating system and the version immediately preceding it.
6. The Customer ensures that the updates provided by the Provider for Mobile Apps on the Devices of all registered Users are installed without undue delay. If the Provider transfers Mobile Apps to the Customer as a file, the Customer ensures installation of the updates within one (1) week, or within twenty-four (24) hours of notification if the Provider informs the Customer that it is a critical emergency update necessary for safety or core functions of the Mobile App. The Customer will name a contact person whom the Provider will inform of emergency updates.

4. Provision of Staffbase

1. The Provider provides the Customer and its Users with the use of the Staffbase Platform with the agreed functional scope at the router output of the data centre housing the server with the relevant software ("**Delivery Point**"). The Provider does not have to establish and maintain the data connection between the Customer's or User's IT systems and the Delivery Point.

2. The Provider ensures the provision of the technical infrastructure to provide the Staffbase Platform and the configuration of the servers and their accessibility via the internet. The Provider regularly conducts maintenance work. The Provider carries out daily data backups to operate and/or maintain the Staffbase Platform.
3. The Provider can use the assistance of third parties to provide all contractual services and/or have a third party provide the services in whole or in part.
4. The availability of the Staffbase Platform at the Delivery Point is ninety-nine point nine per cent (99.9%) per calendar month ("**Availability**").
5. The Provider is entitled to temporarily cancel or restrict the provision of the Staffbase Platform to conduct updating and maintenance work ("**Scheduled Maintenance**"). The Provider will try to inform the Customer of this with appropriate advance notice of the start of Scheduled Maintenance via the Web Interface or by email. Updating and maintenance work will be carried out by the Provider in times of low usage if at all possible. The Provider's right to take suitable measures at any time to defend against specific risks to the security and integrity of the systems, even without notice, remains unaffected. When calculating Availability, restrictions of Availability due to such security measures and/or Scheduled Maintenance are to be deducted. Scheduled Maintenance may not exceed three (3) hours in total per month.
6. The Provider points out to the Customer that restrictions or impairments of Staffbase may arise which are outside the Provider's sphere of influence. These include in particular actions by persons not acting on behalf of the Provider, technical conditions of the internet not controllable by the Provider, and force majeure. The hardware, software and technical infrastructure used by the Customer can also influence the contractual services of the Provider. If such circumstances impact the Availability or functionality of Staffbase, this has no effect on the contractual compliance of the services provided and to be provided by the Provider.
7. The Customer acknowledges that based on the current state of technology it is impossible to make complex software products that are completely free of defects. The Provider therefore does not guarantee the complete absence of defects in the Staffbase Platform, Web Interface, Web Apps and Mobile Apps, but only absence of such defects as greatly restrict their usage.
8. Unless certain requirements or functions are explicitly agreed separately between the Provider and the Customer, the Customer has no entitlement to certain functions of Staffbase. The Provider is entitled at any time to expand or improve the Staffbase Platform, Web Interface, Web Apps and Mobile Apps, especially to adapt them to technological advances and to amended statutory

rules. This also includes the expansion, restriction or amendment of individual functions. In particular, the Customer acknowledges that the Provider is obliged to take into account the terms of service of the relevant App Store when refining the Mobile Apps. The Provider is therefore in no case obliged, especially not when there is a separate agreement between the Provider and the Customer, to retain or implement functions of the Mobile App if these would conflict with the terms of service of the App Stores. The Provider will inform the Customer of major intended amendments to Staffbase with a suitable notice period.

9. The Provider is entitled at all times, at its discretion, to make Customer access to and usage of new Staffbase functions or plug-ins dependent on the conclusion of a separate agreement and the payment of additional remuneration.

5. Support and other services

1. The Provider carries out support services for the Admin(s). A support case exists when Staffbase does not fulfil the agreed functions.
2. The Customer is obliged to report function failures, disruptions or impairments of Staffbase to the Provider without undue delay and as precisely as possible. Verbal notification is permitted if the Customer follows up the notification in written form (email is sufficient) within a maximum of two (2) working days. If the Customer fails to make a timely report, Customer claims based on this delay are excluded.
3. The Provider carries out support services during normal business hours (9.00 am to 6.00 pm Monday to Friday, except on public holidays, at the Provider's headquarters in Chemnitz, Germany).
4. The Provider and the Customer can make a separate agreement on the provision of further support, service, maintenance and updating services such as premium support, tutorials, training or consulting workshops.

6. Intellectual property and rights of use

1. The Provider grants the Customer during the term of the User Agreement the non-exclusive, non-transferrable and non sub-licensable right to use the Staffbase Platform according to these Terms of Service exclusively for the purposes of Provider-related internal and external communication, via Mobile Apps and Web Apps in the scope specified by the Staffbase Platform to (i) give registered Users up to the maximum number of registered Users specified between the Provider and the Customer access to the non-public Customer Content in the Staffbase Platform and to add their own Customer Content and (ii) enable non-registered Users up to the agreed maximum traffic access to public Customer Content and creation of their own Customer Content.

2. The Customer acquires no rights to the Staffbase Platform and the software underlying the Web Interface or other content itself or to any duplications of the software or content.
3. If the Provider provides Mobile Apps via App Stores, the Provider will grant Users when downloading these from the App Store non-exclusive, non-transferrable and non sub-licensable rights to use these Mobile Apps on the corresponding Device according to the Terms of Service of the relevant App Store.
4. If the Provider provides the Customer with Mobile Apps by file transfer, the Provider grants the Customers during the term of the User Agreement the non-exclusive, non-transferrable and non sub-licensable right to install the latest version of the Mobile Apps on the corresponding Devices of the User or to enable them to install them on the corresponding Devices if separately agreed between the Provider and the Customer, including via a Customer's own internal App Store or in any other way, and to grant it non-exclusive, non-transferrable and non sub-licensable rights to use the Mobile Apps on the corresponding Device.
5. The Provider does not grant the Customers or Users any rights to the Mobile Apps beyond the provisions in Sections 6.3 and 6.4. The Customer or the Users are not entitled to make any amendments to the software. In particular, Customers or Users are not entitled to examine the functioning of the Mobile Apps, to decompile them, to disassemble them into their constituent parts, to reconstruct or to use their code or other parts to produce their own software programs. Any rights under Section 69d(3) and (4) German Copyright Act (backup copies or program observation) and Section 69e German Copyright Act (decompiling to establish interoperability) remain unaffected.
6. Upon its inclusion in Staffbase, the Customer grants the Provider all necessary transferrable and sub-licensable rights of use to all Customer Content and Customer plug-ins for conducting the User Agreement if separately agreed. Apart from this, all rights to Customer Content remain with the Customer, Users or their licensors.

7. Remuneration and payment terms

1. Unless otherwise specified, all prices on the website at <https://staffbase.com/> (URL: <https://staffbase.com/>) or otherwise stated by the Provider are quoted net of any applicable statutory VAT.
2. The agreed annual remuneration in the contract model chosen by the Customer is due upon Service Commencement according to Section 11.1 or in the event of extension according to Section 11.2 at the start of the following contract year. Remuneration is payable in full in advance for the relevant contract year.

3. Unless other payment methods have been agreed or are permitted by the Provider, such as payment by credit card, the Customer must pay the remuneration by bank transfer to the Provider's company account. The Provider is entitled to use the services of a PCI DSS-certified third party for processing the payments and to pass on to it the necessary data for payment.

8. Obligations and responsibilities of the Customer, deletion

1. The Customer will itself and will ensure that all Admins, Admin Users and Users:
 1. only use the Staffbase Platform, the Web Interface, the Web Apps and the Mobile Apps including unlimited services, in particular storage space, traffic and API calls, within the scope of the usage rights in accordance with Sections 6.1 to 6.5;
 2. desist from all measures which could jeopardise the security and stability of Staffbase, in particular from accessing information or data without authorisation, interfering with the software of Staffbase, penetrating data networks of the Provider or transmitting any viruses, Trojans or other malware;
 3. desist from entering information and data other than that which is required for use in accordance with the purpose of Staffbase;
 4. do not infringe any laws, regulations or other legal provisions while using Staffbase, in particular by transmitting Customer Content which infringes copyrights, trademark rights, personality rights or other third-party rights and other laws or by creating links with such content;
 5. keep user IDs, passwords and other access data secret, do not disclose these to unauthorised third parties, protect these from third-party access with suitable measures in compliance with current requirements and inform the Provider without undue delay if it is suspected that user names or passwords or other access data could have become known to unauthorised parties; and
 6. truthfully and completely state all information and data entered via the Web Interface, Mobile Apps and Web Apps, including that for registration and the appointment of Admins and registered users and to always keep such up to date. In this respect, the Customer is obliged in particular to comprehensively monitor Customer Content created by users and to delete such without undue delay in the event of any breach of the provisions of these Terms of Service and to inform the Provider of this without undue delay.
2. The Customer is obliged to indemnify the Provider against any and all damage, third-party claims and costs, including reasonable legal costs incurred by the Provider or asserted against the Provider by third parties based on actual or

alleged infringements by the Provider of intellectual property rights, other third-party rights or applicable law when using Customer Content or plug-ins of the Customer in compliance with Section 6.6 and by the Customer, Admins, Admin Users or all Users of these Terms and Conditions or other applicable law when using Staffbase. The Provider will inform the Customer about the claim being asserted against it and, to the extent legally possible, will give the Customer the opportunity to defend the claim being made. At the same time, the Provider and the Customer will support each other to an appropriate extent with respect to defending the claim, in particular by providing each other fully with all available information about the facts and circumstances which are the subject of the claim and handing over any necessary documentation. The right of the Provider to assert additional statutory claims remains unaffected.

3. The Provider is entitled at any time to delete or block Customer Content or other data entered by the Customer in Staffbase which, in the estimation of the Provider, possibly infringes third-party rights, these Terms of Service or other law. In this case the Provider is also entitled to block access to the areas of Staffbase affected by this. The Provider will inform the Customer about such deletion or blocking.

9. Warranty and indemnification by the Provider

1. Strict liability of the Provider in the area of rental and similar usage relationships for defects and errors already existing when the User Agreement is concluded and the Customer's right to remedy the defect in accordance with Section 536a (2) of the German Civil Code are excluded.
2. The Provider does not otherwise assume any guarantee for any specific feature of the Staffbase Platform, the Web Interface, the Web Apps and the Mobile Apps made available and does not assure these either. Technical data, specifications and performance data in these Terms of Service and/or additional agreements are only for the purpose of performance specification.
3. The Provider will remedy defects in the Staffbase Platform, the Web Interface, the Web Apps and the Mobile Apps made available which are notified in writing within an appropriate period. The Provider can at its discretion remedy defects in the Mobile Apps made available by the Provider by way of remedying the defect or replacement.
4. If the use of the Staffbase Platform, the Web Interface, the Web Apps or the Mobile Apps made available in compliance with these Terms of Service by the Customer or Users infringes third-party intellectual property rights and corresponding claims are asserted against the Customer or Users by owners of intellectual property rights, the Customer must inform the Provider of this in writing (email is sufficient) without undue delay. The Provider can at its

discretion and at its own expense (i) procure the required usage right for the Customer, (ii) change the performance such that this can be used free of legal errors, (iii) or if the Provider cannot achieve any other remedy with appropriate expense or this is unreasonable, continue to provide Staffbase subject to deactivation of the functionalities concerned in return for an appropriate reduction in the agreed remuneration.

5. The Provider is obliged in accordance with Section 10 to indemnify the Customer against any and all damage, third-party claims and costs, including appropriate legal costs incurred by the Customer due to claims being made against it in accordance with sentence 1 of Section 9.4. The Customer will inform the Provider about the claim being asserted against it and will to the extent legally possible give it the opportunity to defend the claim being made. The Customer and the Provider will at the same time support each other to an appropriate extent with respect to defending the claim, in particular by providing each other fully with all available information about the facts and circumstances which are the subject of the claim and handing over any necessary documentation. The right of the Customer to assert additional statutory claims remains unaffected.
6. All warranty claims of the Customer end upon termination of the User Agreement. Claims for damages and indemnification remain unaffected by this.

10. Liability of Provider

1. The Provider is liable in the event of wilful intent or gross negligence in accordance with statutory provisions.
2. In the event of slight negligence, the Provider is liable – unless Section 10.3 provides otherwise – only if a material contractual obligation is breached in a manner which jeopardises the purpose of this Agreement or if a contractual obligation is breached, compliance with which facilitates proper performance of this Agreement at all in the first place and on compliance with which the Customer may normally rely (referred to as a material contractual obligation-Kardinalpflicht); this liability is limited to compensation of the typical damage foreseeable at the time the User Agreement is entered into.
3. The Provider's liability for damage resulting from injury to life, limb or health and in accordance with the German Product Liability Act remain unaffected by the above limitations of liability.
4. The limitations of liability resulting from the provisions of this Section 10 apply to the same extent for corporate bodies, legal representatives, employees and other agents of the Provider.

11. Contractual term and termination of this Agreement

1. This User Agreement enters into force upon its conclusion between the Parties on condition that the provisions regarding access to and use of Staffbase by the Customer take effect, as soon as the Customer obtains access to its Account via the Web Interface ("**Service Commencement**"). The Provider will notify the customer of this in writing (email is sufficient).
2. The User Agreement for a Customer Account is entered into for one (1) year as of Service Commencement and automatically renews for a further year unless it is terminated in writing (email is sufficient) by the Provider or the Customer with notice of three (3) months with effect at the end of the relevant contractual term.
3. The right of the Provider and the Customer to terminate this Agreement without notice for cause remains unaffected.
4. Cause entitling the Provider to terminate this Agreement without notice in particular exists if:
 1. any Admins, Admin Users and registered Users are not fully authorised to use the Web Interface and the Mobile Apps within the scope of the access rights granted to them and in particular are not entitled in this respect to represent the Customer with legally binding effect;
 2. the Customer, an Admin, Admin User or User repeatedly breaches the usage regulations set forth in Section 8.1;
 3. the Customer, an Admin, Admin User or User breaches these Terms of Service and this breach is not resolved within a period of two (2) weeks despite a written warning from the Provider (unless a written warning is unnecessary in accordance with statutory provisions); or
 4. the Customer objects to an amendment of the Terms of Service pursuant to Section 1.9.
5. Upon termination of the User Agreement, the Provider is entitled to block the Customer's access to Staffbase and to delete all Customer Content and other data. The Provider will, on special request, in return for reimbursement of the costs incurred for this by the Provider, hand over a copy of the Customer Content posted in Staffbase at the time of termination.
6. If the Customer is responsible for the grounds for termination, the Customer is obliged to continue to pay the Provider the agreed remuneration up to the point in time at which the User agreement would at the earliest end in the event of termination subject to observance of a contractual or statutory notice period.
7. As soon as facts suggest that the requirements for termination for cause exist, the Provider is also entitled to immediately block the Account completely or partially. In this case, the Provider will inform the Customer about the blocking of the Account without undue delay. The Provider will unblock the Account as

soon as the grounds for this cease to exist. The Customer's obligation to pay the agreed remuneration continues to exist while the Account is blocked.

8. Any termination of the User Agreement and notification that the Customer Web Interface has been blocked must be made in writing (email is sufficient). Notice of termination on the part of the Customer by email is only valid if sent to the email address specified in Section 14.6.

12. Data protection, data security

1. The Provider and the Customer are responsible for compliance with all data protection law requirements.
2. The Customer remains the controller with respect to personal data contained in Customer Content and must therefore always check whether the processing of Customer Content and the use of Staffbase are covered by appropriate permissions. If and to the extent that the Customer processes or has personal data processed on IT systems for which the Provider is technically responsible, a separate data processing agreement is to be entered into on the basis of the sample offered by the Provider in this respect.
3. The Provider takes the issues data protection and data security very seriously. Additional information on data protection and data security can be found in the Provider's Privacy Policy (available at: <https://staffbase.com/en/privacy-policy> (URL: <https://staffbase.com/en/privacy-policy>)).

13. Test Account

1. The Provider allows the Customer on a one-off basis to use Staffbase free of charge within the scope of a Test Account for up to four (4) weeks and for up to fifty (50) registered users and unlimited test data. Only internal use for test purposes is permitted, any productive use is excluded. If the Parties do not agree any continued use of Staffbase within the scope of a Customer Account, the User Agreement for a Test Account ends automatically at the end of the four (4)-week period.
2. The Provider reserves the right to limit the functions of the Test Account compared to the Customer Account. The Provider may change, expand, limit or discontinue the offer in connection with the Test Account in terms of content, structure and scope at any time.
3. In the context of the Test Account, the Provider makes Staffbase available to the Customer as is; the provisions regarding availability in Section 4.4, support in Section 5, warranty and indemnification in Section 9 and liability in Section 10 do not apply.
4. Warranty and liability claims of the Customer against the Provider only exist in accordance with statutory provisions in the event of wilful intent or gross negligence on the part of the Provider.

14. Final provisions

1. The transfer of the User Agreement or individual rights or obligations under this agreement by the Provider or the Customer is only permissible with the prior written consent of the other Party, which may not refuse its consent without cause. Any transfer of the User Agreement or individual rights or obligations under this agreement by the Provider to enterprises affiliated to the Provider is always permissible.
2. The Customer is only entitled to set off claims if the counterclaim is undisputed or has been finally established by a court of law or has been expressly recognised by the Provider in writing. Any right of retention can only be asserted on the basis of counterclaims based on the same contractual relationship.
3. All legal relations between the Provider and the Customer in connection with the use of Staffbase and the User Agreement are governed exclusively by the laws of the Federal Republic of Germany subject to exclusion of conflict of laws rules and the United Nations Convention for Contracts on the International Sale of Goods of 1 April 1980.
4. The courts of Chemnitz have exclusive jurisdiction for all legal disputes arising from the legal relationship between the Provider and the Customer in connection with the use of Staffbase and the User Agreement; the Provider is, however, also entitled to file an action at the court with general jurisdiction for the Customer.
5. Any changes, additions or collateral agreements are only legally valid if made in writing (email is sufficient). This also applies to the amendment of this requirement for written form.
6. If the Customer submits declarations to the Provider by email in connection with the use of Staffbase or the User Agreement, these are only effective if sent to the following email address: support@staffbase.com. The Provider is entitled to notify the Customer at any time of a different email address for the submission of such declarations.
7. Unless otherwise expressly permitted or provided for in these Terms of Service, all information which the Provider and the Customer make directly or indirectly accessible to each other in connection with the conclusion and performance of the User Agreement and the use of Staffbase is to be treated confidentially and is not to be used for purposes not relating to the subject of this Agreement, unless the information is intended for third parties, is already in the public domain, is made known by a third party without breaching any obligation, was developed without the use of the confidential information or is subject to a statutory disclosure obligation or court/official disclosure order. This non-

disclosure agreement applies for three (3) years beyond the termination of the User Agreement.

8. If the Customer does not object in writing, the Provider may make reference to its business relationship with the Customer in publications or on the website or similar.
9. The invalidity of individual provisions of the User Agreement does not affect the validity of the remaining provisions. In this case, the Provider and the Customer undertake to agree on valid provisions which come economically closest to the intended purpose of the invalid provisions. This applies accordingly for the closure of any gaps in the User Agreement.

Effective: November 10, 2016