# General Terms and Conditions (GTC)

for the use of the "wellplayd" platform; as of October 27, 2025

## § 1 Scope, contracting parties, terms

(1) These GTC govern the conclusion, content, and execution of contracts for the use of the software-as-a-service platform "wellplayd" ("platform") at [www.wellplayd.org](www.wellplayd.org) between Wellplayd ("provider") and clubs, associations, and other organizations ("customer"). The platform is operated by GDC wellplayd UG (limited liability), Niehler Str. 104, 50733 Cologne, Germany, . [info@wellplayd.org](info@wellplayd.org)

(2) The services are intended exclusively for entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law, and special funds under public law. Consumers are excluded from use unless expressly agreed otherwise.

(3) "Admins" are administrative users designated by the customer with extended permissions; "users" are regular users; "guests" are persons with severely restricted rights.

(4) Any deviating, conflicting, or supplementary terms and conditions of the customer shall only become part of the contract if the provider expressly agrees to their validity in writing.

## § 2 Subject matter of the contract and description of services

(1) The provider shall make the platform available to the customer via the Internet on a subscription basis for the term of the contract.

(2) Key functions: data protection-compliant document management, digital signatures, secure reporting channels and case management (including two-factor authentication and traceability), good governance project management and monitoring, e-learning/training, and central orchestration of corresponding processes.

(3) The specific service and package design (e.g., admin/user quotas, modules) is based on the tariff selected when the contract was concluded and the currently valid service description on the platform.

(4) The platform supports governance, compliance, and prevention processes, but does not replace legal advice or official procedures. The customer remains responsible for legal assessments, content, organizational measures, and the selection of appropriate settings.

(5) The platform is continuously being developed. Upon conclusion of the contract, the customer acquires the right to access and use the current version at the agreed price. Extensions of the functions do not lead to price increases, unless this is specifically indicated, in which case the provision of § 10 (4) applies accordingly. The provider reserves the right to offer additional services for a fee.

## § 3 Conclusion of contract, trial period

(1) The contract is concluded by signing an offer/order form or by online registration with acceptance by the provider.

(2) A trial month may be started by any person; after expiry, the account will be deactivated (frozen). Continued use requires the conclusion of a fee-based contract, which must be concluded by a person authorized to sign on behalf of the customer; the General Terms and Conditions and the Terms of Use must be signed/accepted (again, if necessary) in this context. Test account data will be retained for up to 90 days after the end of the test phase and then deleted unless the account is converted. If necessary, the storage of test data can be extended.

## § 4 Accounts, registration, sub-rights

(1) The customer is obliged to provide complete, correct, and up-to-date information during registration and use and to update this information immediately.

(2) The provider may request verification of information and temporarily block access until the necessary evidence has been provided.

(3) Each natural person must use their own personal user account; shared accounts or parallel double use are not permitted.

(4) The customer shall ensure strong, secret passwords and regular password changes; any multi-factor authentication (MFA) provided must be activated and enforced organizationally for all admin accounts at a minimum.

(5) Admins can assign sub-rights and invite additional users/guests within the scope of booked quotas. The customer shall ensure that only authorized persons are granted access, that roles and authorizations comply with the need-to-know principle, and that access is revoked immediately in the event of a change of role, departure, or misuse.

(6) The customer is responsible for all activities that take place via their accounts. Security-related incidents or suspected unauthorized use must be reported to the provider immediately.

(7) The use of automated access (bots, scraping, mass downloads) is prohibited unless expressly permitted.

(8) Single sign-on (SSO) via common standards (e.g., SAML 2.0/OIDC) can be agreed separately, if provided by the provider, and may be subject to a separate fee.

(9) The rights and roles concept (roles and rights matrix) is provided in the current version in the admin documentation. The customer is obliged to assign roles appropriately, check them regularly, and log them; the provider may adjust the concept for objective reasons with reasonable advance notice.

## § 5 Obligations and cooperation of the customer

(1) The customer shall ensure the organizational requirements for lawful use, in particular responsibilities, processes, and internal guidelines for reporting systems, child protection, and compliance.

(2) The customer shall ensure that the necessary legal basis (in particular consent) is in place for all invitations to persons (admins, users, guests), that the persons concerned are informed in accordance with Art. 13 GDPR, and that only content that may be processed lawfully is posted.

(3) The technical classification of data, storage, archiving, access control, and timely deletion within the customer's sphere are the responsibility of the customer; the provider provides export and deletion functions.

(4) The customer keeps master data, contact persons, authorizations, and configurations up to date, checks content before publication/signature, and selects the security settings appropriate for the application.

(5) The customer shall ensure that the content provided by them does not infringe the rights of third parties and that no illegal content is distributed.

(6) The customer shall cooperate reasonably in troubleshooting, in particular by providing relevant information, log extracts, and reproduction steps.

## § 6 Rights of use, third-party property rights

(1) For the term of the contract, the customer receives a simple, non-transferable, non-sublicensable right to use the platform for its intended purpose.

(2) Software, trademarks, designs, and databases remain the property of the provider or its licensors.

(3) The customer grants the provider the rights of use necessary for the fulfillment of the contract for content posted by the customer and guarantees its legality.

## § 7 Electronic signatures and verification

(1) The provider is not a party to the legal transactions established by signatures and does not check the content or legal validity of the content.

(2) The customer is responsible for verifying the identity and power of representation/signatory authority of the signatories and for any additional authentication steps.

(3) Statutory rules of evidence remain unaffected; the provider does not guarantee the validity or enforceability of the signed documents.

(4) Further signature levels (AES/QES) can be provided subject to availability.

## § 8 Data protection, information security, order processing

(1) With regard to the customer's personal data, the provider acts as a processor in accordance with Art. 28 GDPR; the parties conclude a data processing agreement for this purpose. The agreement is provided upon conclusion of the contract and can be accessed at any time.

(2) The provider operates the platform in the EU, uses state-of-the-art transport and at-rest encryption as well as role-based access controls, and takes increased protective measures for sensitive data in accordance with the TOM.

(3) Aggregated and anonymized usage statistics may be processed for quality assurance, security, and product improvement purposes; any personal reference is excluded.

(4) The provider shall immediately inform the customer of any breaches of personal data protection within its area of responsibility and shall provide support in accordance with the AVV.

(5) The rights of data subjects are fulfilled by the customer as the controller; the provider supports this in accordance with the DPA.

## § 9    Availability and service level

(1) The target availability of the platform is 99.5% on a monthly average, excluding planned maintenance, which usually takes place during periods of low usage and is announced at least 48 hours in advance, as far as possible, as well as events beyond the provider's control.

(2) Support is available during normal business hours (weekdays, excluding public holidays at the provider's headquarters).

(3) Response times from receipt of a qualified fault report: Priority 1 (total failure or significant impairment of central functions) within 4 business hours; Priority 2 within one business day; Priority 3 within two business days. Resolution times are target values.

(4) The provider may further develop services and provide updates/upgrades, provided this is reasonable for the customer; the scope of functions and interfaces may be adapted, provided that core functions are retained.

## § 10    Prices, billing, quotas

(1) The rates agreed upon at the conclusion of the contract apply with the respective quotas (e.g., number of administrators, users, and guests).

(2) The customer (club/association) is solely responsible for payment. Payments are made by the customer; there is no billing of affiliated members. If a third party (e.g., sponsor) assumes the costs, the provider may activate access. Payment processing may be carried out via payment service providers. The terms and conditions of the respective payment provider apply.

(3) If new invitations exceed the number of users/admins included in the tariff, the platform will indicate the excess and prevent further invitations. An upgrade to the next higher tariff is possible via the booking page; the remuneration will be adjusted pro rata (difference) for the remaining term and must be confirmed by an authorized signatory. For the largest tariff, individual solutions are clarified via support.

(4) Price changes for renewal periods will be communicated at least six weeks before they take effect; in the event of an increase, the customer has a special right of termination at the end of the current billing period. The same applies to paid feature enhancements if these cannot be purchased individually.

(5) Special conditions within the framework of a partner program require a separate partnership agreement with the provider. Purely voluntary associations can apply for free access, provided their association is a partner; details are regulated in the partnership agreement.

## § 11    Term, termination, data return

(1) The standard term is twelve months from the start of the contract; the term is extended by a further twelve months unless terminated in writing with one month's notice to the end of the term.

(2) The right to extraordinary termination for good cause remains unaffected.

(3) In the event of significant violations, security risks, or late payment, the provider may temporarily block access after issuing a prior warning.

(4) After the end of the contract, the provider shall provide an export option for 30 days; thereafter, customer data shall be deleted or anonymized in accordance with the AVV, unless there are deviating legal obligations.

## § 12    Warranty, liability

(1) The provider shall render the services in accordance with the state of the art; minor deviations without significant functional impairment do not constitute a defect.

(2) In the event of defects, the provider shall provide subsequent performance; if this fails, the customer may reduce the price or, in the event of significant defects, terminate the contract extraordinarily.

(3) The provider shall be liable without limitation for intent and gross negligence, for damages resulting from injury to life, limb, or health, in accordance with the Product Liability Act, and in the event of a guarantee being assumed. In the event of a simple negligent breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for this type of contract; otherwise, liability shall be excluded.

(4) The customer is liable for the content and actions of users; the provider has no general obligation to check this.

## § 13 Confidentiality

(1) Information of the other party that is not generally known, designated as confidential, or confidential in nature must be treated as confidential.

(2) This obligation shall continue to apply after the end of the contract.

## § 14 Changes to services and the General Terms and Conditions

(1) The provider may adjust the services for objective reasons, provided this is reasonable for the customer and the core functionality is retained.

(2) Changes to these General Terms and Conditions shall be communicated in writing. If the customer does not object within six weeks, the changes shall be deemed approved; the provider shall make separate reference to this.

(3) The customer may only be named as a reference (name/logo) with their prior express consent (opt-in).

## § 15 Force majeure

Events beyond the control of a party that significantly impede or render impossible the provision of services shall be deemed force majeure. The affected party shall be released from its obligation to perform for the duration and to the extent of the impact and shall inform the other party immediately.

## § 16 Assignment, offsetting

(1) Rights and obligations arising from this contract may only be assigned or transferred with the consent of the other party; § 354a HGB (German Commercial Code) remains unaffected.

(2) The customer may only offset undisputed or legally established claims or assert a right of retention.

## § 17 Final provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) To the extent permissible, the exclusive place of jurisdiction shall be the registered office of the provider.

(3) Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the economic intent of the invalid provision.