

# Terms of use for the BürgerStimme (Demo) App

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*\*The following text has been translated automatically using translation software. We accept no responsibility for the accuracy of the translation. If you have any questions or comments, please contact us using the contact information below.\**

These Terms of Use ("Terms") govern the use of the BürgerStimme (Demo) App ("App") developed and provided by NTQ Solutions GmbH ("Company"). By downloading and/or using the App, you agree to be bound by these Terms.

## 1. Data collection and use

By using the App, you consent to the collection and use of certain data in accordance with our Privacy Policy. The data collected includes, but is not limited to, information about your terminal device, date and time of request, IP address, mobile number and device number. We will only use this data to provide and maintain the service and to manage your account. For more information on data collection and use, please see our Privacy Policy.

We may also contact you to inform you of updates or to manage your requests.

### Purposes of use of personal data

**The Company may use User Personal Data for the following purposes:**

- a. To provide and maintain the Service, including monitoring the use of the App.
- b. To manage the user's account
- c. To contact the user by means of electronic communication, such as push notifications from a mobile app regarding updates
- d. To process and manage requests from the user
- e. For other purposes such as data analysis and security checks related to the smooth use of the App.

### Data deletion

You have the right to delete or request assistance from us in deleting the personal data we have collected about you. We also offer you the option to delete certain information about you within the App. For more information, please see our Privacy Policy.

## 2. Use and restrictions on use

You may only use the App for lawful purposes and must comply with all applicable laws and regulations. You must not use the App for fraudulent, inappropriate or harmful activities, including but not limited to:

- a. Hacking into other systems or networks;
- b. Spreading viruses, malware or other harmful software;
- c. Sending spam messages or unsolicited commercial e-mails;
- d. Stealing or using other users' data without their consent;

e. Uploading or distributing copyrighted material without the consent of the copyright holder.

Rules of Conduct: We expect all users to use our platform respectfully and responsibly. This means that no posts, comments, messages or content may be published that violate applicable law, are inappropriate, offensive, discriminatory, obscene, threatening, defamatory, hateful or violent. The dissemination of spam or other unwanted content on our platform is also prohibited.

We reserve the right to suspend or terminate your account and your use of the App if we suspect that you have breached these Terms of Use.

The App is intended to demonstrate the operation of the BürgerStimme service system. Some features are therefore restricted and interaction as a citizen(s) on the platform may be limited. For example, own contributions cannot be posted.

### **Demonstrative data in the areas of citizen participation, city life and digital administration**

The app allows users to view demonstrative data. All data found on this demo app is fictitious and has no connection to real events. The aim of the data presented is purely to demonstrate how the BürgerStimme Service System could be implemented in a city.

### **We do not take any responsibility for the content of these opinions and suggestions.**

The app offers various functions to make city life more pleasant and easier for users, including event information, recommendations and search functions. We take no responsibility for the accuracy or completeness of this information and reserve the right to change or remove it at any time without notice.

The app allows users to complete various administrative tasks online, including applying for applications and booking appointments. Again, it is important to note that no real appointments are made and no legitimate applications can be made through the demo app. There is no real interaction with the fictitious "model city" or your own home city.

### **Monetisation**

This app is not monetised in any way. It is intended for demonstration purposes only.

### **Termination**

The Company reserves the right to terminate or suspend your use of the App at any time and without prior notice. In the event of such termination or suspension, you shall immediately cease using the App.

### **Changes to the App and the Terms**

The Company reserves the right to change or update the App and/or these Terms at any time without prior notice. If you continue to use the App after such changes have been made, you agree to be bound by the modified Terms.

### **3. Legal notice**

#### **Intellectual Property**

All content provided on this App, including text, images, graphics, logos, designs, audio and video clips, as well as the code underlying this App, is copyrighted and owned by the Company or its licensors. You may not reproduce, distribute, modify, publicly perform or otherwise use any such content without the express written permission of the Platform. The use of any trademarks, logos or service marks appearing on this Platform is also prohibited without the prior written permission of the Company or their respective owners.

#### **Disclaimer**

The Company accepts no liability for any damage or loss arising from the use of the App. Use is at your own risk. The Company cannot guarantee that the App will be accessible or available at all times without interruptions, malfunctions or errors.

#### **Applicable law and place of jurisdiction**

These terms and conditions are governed by German law. The exclusive place of jurisdiction for all disputes in connection with the app is the courts of the Federal Republic of Germany.

### **4. Contact**

If you have any questions, you can contact us as follows:

**By email:** [kontakt@buenger-stimme.com](mailto:kontakt@buenger-stimme.com)

**Via our website:** <https://www.buenger-stimme.com/kontakt>

**By mail:** NTQ Solutions GmbH, Hölderlinstraße 12, 74074 Heilbronn, Baden-Württemberg, Germany.