

Terms of Use for the BürgerStimme 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 App (App), which is developed and provided by NTQ Solutions GmbH (Company). By downloading and/or using the App, you agree to be bound by these Terms.

1. Interpretations and Definitions

Interpretation

In the context of this document, the words **highlighted in bold** have the following description. The definitions have the same meaning, whether in the singular or plural.

Definitions

In the context of this Terms, the following applies:

Account refers to a unique account created for you to access our service or parts of it.

Users are all natural or legal persons, companies, cities, municipalities or similar that use the BürgerStimme Service System in any way.

Application/App refers to the mobile applications (apps) of NTQ Solutions GmbH.

Service refers to the application and all associated services.

Company (referred to in this agreement as "the company," "we," "us," or "our") refers to NTQ Solutions GmbH, Hölderlinstraße 12, 74074 Heilbronn.

Country refers to Baden-Württemberg, Germany.

Device refers to any device that can access the service, such as a mobile phone or a tablet.

Personal data includes all information related to an identified or identifiable person.

Service provider is any natural or legal person who processes data on behalf of the company. It refers to third-party companies or individuals employed by the company to facilitate the service, provide the service on behalf of the company, perform services related to the service, or assist the company in analyzing the use of the service.

Usage data refers to automatically collected data generated either by the use of the service or by the service's infrastructure itself.

You are the natural person accessing or using the service, or a company or other legal entity on behalf of which such person accesses or uses the service.

The BürgerStimme Service System is a system developed by the company, serving as a communication interface between a city, municipality, or similar entity and its citizens. It may also consist of additional features related to citizen participation, city life, and administration. It includes an app for you and other users and a website for municipal administration, as well as various services.

2. 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 information about your end device, date and time of the request, IP address, mobile phone number and device number.

Purposes of Use of Personal Data

The company may use the user's personal data for the following purposes:

1. To provide and maintain the Service, including monitoring the use of the App
2. To manage the user account
3. To contact the User by means of electronic communication, such as push notifications
4. To process and manage requests from the user
5. For other purposes such as data analysis and security checks in connection with the smooth use of the app

Deletion of Data

You have the right to delete the personal data we have collected about you or to request assistance from us in deleting it. We also offer you the option to delete certain information about you within the app.

Further information on data collection, use and deletion can be found in our [Privacy Policy](#).

3. Use and Restrictions on Use

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

- a. Intrusion into other systems or networks;
- b. Spreading viruses, malware or other harmful software;
- c. sending spam messages or unsolicited commercial emails;
- d. stealing or using other users' data without their consent;
- e. uploading or distributing copyrighted material without the consent of the rights holder;
- f. uploading or distributing inappropriate material.

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 distribution of spam or other unwanted content on our platform is also prohibited.

We reserve the right to block or terminate your user account and your use of the app if we suspect that you have violated these terms of use.

The app serves as access to the BürgerStimme service system for natural and legal persons (citizens, organisations and tourists) who are not the city, municipality or the like. These are mainly interactive with their city (, municipality or similar) and other users of the app. The respective city (, municipality or similar) provides parts of the app content via a web location and also decides on the specific functional scope of the app.

The creation of content on the app is therefore largely carried out by third parties. We assume no responsibility for the content of these contributions, opinions and suggestions.

Demonstrative Data in the Area of the Fictitious City "Musterstadt"

The app also includes the option of exploring a demonstrative area of the fictitious city of "Musterstadt". This allows users to view demonstrative data. All data that can be found in this demo area is fictitious and has no connection to real events. The aim of the data presented is purely to demonstrate how the Citizen Voice Service System could be implemented in a city.

This area offers various functions that illustrate how city life could be made 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.

There is no real interaction with the fictitious "Musterstadt".

Monetization

Monetization takes place via a subscription to the BürgerStimme service system, which the city (, municipality or similar) takes out. This includes, among other things, access to a web site for the display and management of the individual area in the BürgerStimme app and the provision of an individual area in the BürgerStimme app.

The app itself is therefore not monetized via the users, but via the city (, municipality or similar). The app is free to download and does not include any in-app purchases.

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. Such termination or suspension may also be initiated by a customer of the Company - city (, municipality or similar).

Changes to the App and the Terms and Conditions

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

4. 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.

5. Contact

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

By email: kontakt@buerger-stimme.com

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

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