

License & Terms of Use

GEFEG GUIDELINE STUDIO

Terms of Use



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Terms and Conditions for the Use of the GEFEG Guideline Studio

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The GEFEG Guideline Studio is a web-based platform developed by GEFEG mbH for the collaborative creation, maintenance, and continuous development of guidelines based on standardized models.

1. Scope

These Terms of Use apply to the free and paid use of the GEFEG Guideline Studio (hereinafter referred to as the "Service") by registered users (hereinafter referred to as "Users"). The provider of the Service is GEFEG mbH, Storkower Straße 207, 10369 Berlin (hereinafter referred to as the "Provider").

Upon the User's registration for the Service, these Terms of Use shall form part of the user agreement between the User and the Provider.

Any terms and conditions of the User that deviate from these Licence and Terms of Use shall not apply, unless their validity has been expressly confirmed by the Provider.

2. Right of Use

The Provider makes the Service available exclusively to commercial users.

Commercial users are companies, legal entities under public or private law, and special funds under public law.

Consumers within the meaning of the German Civil Code (BGB) are excluded from the Service.

The Provider grants users a non-exclusive, non-transferable right to use the service for the duration of the respective contract. Use may only take place for the agreed purposes and within the framework of the statutory provisions.

3. User Obligations

Users undertake to provide complete and truthful details upon registration, and in particular not to use any third-party data.

It is mandatory to provide the company name and a company email address.

Users undertake to treat their login details as confidential and not to disclose them to third parties.

Users may not use the service to process illegal content or in a manner that impairs its availability (e.g., load tests, penetration tests without prior agreement).

For security reasons, users may only upload test data, not live production data, when using the service.

When uploading or creating content, users warrant that they hold the necessary rights to such content and do not infringe the rights of third parties.

4. Availability

The provider endeavours to ensure the highest possible availability of the service, but does not guarantee uninterrupted availability. Maintenance work will — where possible — be announced in advance.

If a problem with the service is reported, the Provider will

5. Ownership and Intellectual Property Rights

All rights to the software, source code, user interface, texts, logos and documentation relating to the service remain with the Provider or its licensors. Content entered by users into the service (guidelines, models, metadata) remains the intellectual property of the user or their organisation. Users grant the Provider only the technical rights of use necessary for the provision of the service (e.g. storing, displaying, replicating in backups).

The Provider warrants that the data uploaded by the user will be used solely for the purpose of providing the Service. The Provider will not further process, use or disclose the data to third parties.

All rights to the data and work products generated by the user via the Service are vested in the user and are not subject to these licence terms.

6. Open-source components

The service utilises a number of open-source components (including React, Vite, PrimeReact and lucide-react). The respective licence terms are available in the scope of delivery or in the public repositories of the components and apply in addition to these terms.

7. Liability

The Provider shall be liable for damage arising from the use of the service in accordance with statutory provisions.

Claims for damages by the User arising from a breach of contractual obligations or a tort are excluded, unless they are based on wilful misconduct or gross negligence on the part of the Provider or its vicarious agents, or on personal injury, or on a breach of a fundamental obligation.

Cardinal obligations are all obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and is entitled to rely.

Liability for financial losses arising from a breach of cardinal obligations is, in cases of simple negligence, limited to foreseeable, direct losses.

The Provider shall not be liable for any damage arising from the User uploading genuine production data in breach of these licence terms.

8. Security

Data is transmitted to and from the service in encrypted form via HTTPS over the internet. The HTTPS protocol is commonly used for security-sensitive data transmission and meets the security requirements currently deemed necessary. In the unlikely event that the encryption within the protocol is breached by an attack, the provider accepts no liability for any resulting damage.

The service was developed in accordance with the guidelines set out by the Federal Office for Information Security (BSI).

9. Term of the contract and termination

Use of the service ends automatically upon expiry of the agreed contract term or upon deletion of your account. Fees already paid will not be refunded, unless expressly agreed otherwise.

10. Final provisions

German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising between the user and the provider is Berlin, insofar as permitted by law. Should any individual provisions be invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

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