



# CELUM MARKETPLACE

## GENERAL TERMS AND CONDITIONS

**From October 2020**

- a. These General Terms and Conditions apply as a supplement to the General Terms and Conditions of CELUM and are applicable to partner modules in the CELUM Marketplace ("Marketplace"). Modules are any products of CELUM partners ("Partners"), such as Marketplace Connectors or Integrations, as mentioned in Marketplace.
- b. By means of the provision of modules on CELUM-Marketplace, CELUM acts in the name and on behalf of the Partner and is not a party to the module sales agreement or the user agreement between the Partner and end customer. CELUM only provides Marketplace in the form of a platform. The modules do not constitute a CELUM product or service and CELUM does not assume any liability or warranty for the modules and all related services. The Partner is solely responsible for the modules, and in particular for contents, warranties and all other claims. Any liability or warranty for the modules by CELUM is explicitly excluded.
- c. The respective partner's GTCs apply to the Marketplace modules.
  - The GTCs of Brix Cross Media GmbH apply to the following modules:
    - Upload Widget
    - Vimeo
    - Typo3
    - Magnolia
    - Wordpress
    - Drupal
    - Microsoft Azure Translation
    - Akeneo Enterprise Edition
    - Akeneo Community Edition

- The [GTCs](#) of SC JCONNECTOR SRL apply to the following module:
  - SAP CX Commerce Cloud
- The [GTCs](#) of cubido business solutions GmbH apply to the following module:
  - Microsoft Sharepoint
- The [GTCs](#) of comspace GmbH & Co. KG apply to the following modules:
  - FirstSpirit
  - Sitecore CMS
  - AI Autotagging
  - Deepl
  - Coremedia
- The [GTCs](#) of netcare Business Solutions GmbH apply to the following modules:
  - CELUM-DAM-Extension for Hootsuite
  - Pimcore
  - Adobe Experience Manager
- The [GTCs](#) of hoerl Information Management GmbH apply to the following modules:
  - Stibo
  - Face Recognition
- The [GTCs](#) of Osudio Deutschland GmbH apply to the following module:
  - Informatica
- The [GTCs](#) of myview systems GmbH apply to the following module:
  - xmedia
- The [GTCs](#) of Intentive GmbH apply to the following module:
  - OpenText
- The [GTCs](#) of APA-IT Informations Technologie GmbH apply to the following module:
  - GenticS
- The [GTCs](#) of eCentral GmbH apply to the following module:
  - Magento

- d. By consenting to these General Terms and Conditions for a company or any other legal entity and affiliated companies, the end customer declares that it is authorised to subject the company to obligations under these General Terms and Conditions.
- e. CELUM shall make the modules accessible to the end customer and provide the relevant partner with all necessary information in this respect. If the end customer decides to buy a module, the end customer hereby authorizes CELUM to make all necessary information available to the Partner.
- f. CELUM does not assume any guarantee for the modules or direct support for the modules. Please also note the applicable [CELUM Data Privacy Statement](#) for more information in relation to use of data by CELUM.
- g. CELUM and the Partner explicitly reserve all rights, title and interests in any modules, services and contents, in particular all relevant intellectual property rights. No rights whatsoever shall be assigned to the end customer, unless they have been explicitly granted to the end customer by means of this Agreement or another applicable agreement.
- h. Amounts payable by the end customer shall be settled in accordance with CELUM's offer to purchase the module.
- i. The end customer is not entitled to withhold payments for incomplete overall delivery, guarantee or warranty claims, or complaints.
- j. The end customer hereby undertakes to take all necessary measures to ensure contractual use of the module and to prevent the unauthorised, improper use and reproduction of modules beyond the agreed provisions, and to prevent any misuse and any infringement of this or any other applicable agreement.