

General terms of use

to use the DJB portal
(incl. JudoPass licence & JudoPass app)

Status: 09/2024

What these Terms of Use include

1. With the DJB Portal, we provide you with a platform with which you access digital content from us or a third party (e.g. your national association or club) via your web browser or via our JudoPass app. This includes applying for and using your JudoPass licence using the JudoPass app and accessing other digital content. The additional digital content will be continuously expanded. You can find out more about this via your web browser or the JudoPass app.
2. These General Terms of Use describe the legal relationship between you and us and reflect the requirements and principles applicable to the use of the DJB Portal, including the use and administration of the JudoPass licence, the use of the JudoPass app and the use of the DJB Portal of other digital content (the "**Terms of Use**"). They therefore help to clarify the relationship between you and us in your use of the DJB Portal.
3. When we talk about "**DJB**", "**we**", "**us**" and "**our**", we mean the **Deutscher Judo-Bund e.V.**, Otto-Fleck-Schneise 12, 60528 Frankfurt, Germany, Amtsgericht Frankfurt VR 11144. When we talk about the "**DJB Portal**", we mean the software-as-a-service solution on which the above-mentioned platform is based, including all digital content offered by us and selected by you. To the
To avoid any misunderstandings, we emphasise that we obtain the DJB Portal from our partner and technical service provider, DokuMe GmbH, Subbelrather Str. 436c, 50825 Cologne, Germany, Cologne Local Court HRB 90527 (the "**DokuMe GmbH**"), and provide you with the DJB Portal in our own name. in accordance with these Terms of Use.
4. In addition to these terms of use, we publish a privacy policy. This is not part of these Terms of Use. You should nevertheless read it so that you know how we process your personal data and what rights you have in this regard.

General information

Scope of application

1. These Terms of Use shall apply to all legal relationships between you and us arising in connection with the use of the DJB Portal. Any deviating terms of use of yours shall not apply unless we have expressly agreed to them in writing in advance.

Acceptance of the terms of use and scope of application

2. By accessing or using our digital content, you confirm that you have read, understood and agree to these Terms of Use. If you do not agree to these Terms of Use, you may not use the DJB Portal and/or the Digital Content. These Terms of Use and any additional terms of use to which you

constitute an agreement between you and us.

3. In order to use our paid digital content, you must (i) be at least 18 years of age, and (ii) be able to enter into legally binding contracts.
4. You may not use the services for purposes that agreements with third parties or applicable law.

Participation requirements

5. You are a natural person residing in the European Union or the European Economic Area who is legally authorised to enter into and conclude contracts in accordance with the applicable law. We reserve the right to request proof of the aforementioned requirements.

Registration & DJB user account

6. To use the DJB Portal, you must register with us. You register with us using your DokuMe user account with our partner, DokuMe GmbH (the "**DokuMe user account**"). The DokuMe user account enables you to register with us in order to access our digital content (so-called Sign-in with DokuMe). DokuMe GmbH collects basic identification data for this purpose.
and contact data from you (usually: name, e-mail address) and creates a user ID for you, which we receive when you register and each time you log in (more on this in our privacy policy). The general terms of use and the privacy policy of DokuMe GmbH apply to the DokuMe user account. Further information on the DokuMe user account (registration, general terms of use and privacy policy, etc.) [can be found here](#).
7. You may register with us yourself with a maximum of one DokuMe user account.
8. If you are acting on behalf of a third party, e.g. if you are acting as the holder of parental responsibility for a child, you may register this person with a maximum of one DokuMe sub-account. You are responsible for the persons you register using DokuMe sub-accounts. In the case of a person of legal age, this registration can be cancelled from your account at any time and continue to exist as an independent DJB user account. Unless otherwise agreed in these Terms of Use, these Terms of Use shall also apply accordingly to your use of a DokuMe sub-account. In this respect, to the extent applicable, any reference in these Terms of Use to the DJB User Account is also a reference to the sub-account activated by you.
9. You will provide the data required for the DJB Portal truthfully and completely and, if update this data immediately if it changes in the course of your use of the DJB Portal. We may verify your identity, the data you have provided and generally the fulfilment of the conditions for participation at any time.
10. There is no entitlement to use the DJB Portal. In particular, we the right to
Reject your use of the DJB Portal or certain Digital Content, including where there is reasonable suspicion of security breaches or unauthorised or fraudulent activity, or where such request does not comply with the requirements of these Terms of Use or other documents accepted by you as part of a transaction, or where its execution would be unlawful or otherwise any applicable law or regulation. We not be liable for any such rejection.
11. Upon successful registration, we will create a DJB user account for you (the "DJB user account"). With the

Once the DJB user account has been created, you will be switched to production in our system and real transactions can be triggered.

Applying for and using the JudoPass licence

12. To participate in the activities of the association (e.g. to register for belt examinations or to take part in competitions), you need a JudoPass licence of the DJB (the "**JudoPass licence**") in accordance with the statutes and regulations of the DJB. The JudoPass licence is an official document of the . It is essentially a digital version of the so-called JudoPass. It serves your authentication and identification in the context of
of the association's activities. In addition to certain identification and contact data, the JudoPass licence also contains other data such as your grading and your club. This makes it clear to all third parties organised under the DJB (e.g. judges, organisers, other judoka) whether you are entitled to participate in the association's activities.
13. You apply for the JudoPass licence through your club, which will provide you with all the necessary information.
and usually provides a login link.
14. You may apply for a maximum of one JudoPass licence for yourself.
15. If you are acting on behalf of a third person, e.g. if you are acting as the holder of parental responsibility for a child, you may apply for a maximum of one JudoPass licence for this person. You are responsible for the administration of this JudoPass licence for this third person. In the case of an adult, this responsibility can be transferred to this person at any time. Unless otherwise agreed in these terms and conditions of use, these terms and conditions of use apply accordingly to the JudoPass licence managed by you for this third party. In this respect, where applicable, any reference in these Terms of Use to the JudoPass licence is also a reference to the JudoPass licence of this third party managed by you.
16. You will provide the data required for the application for the JudoPass licence truthfully and completely.
and, if this data changes in the course of your use of the JudoPass licence, update it immediately. We may verify your identity, the data you have provided and generally the fulfilment of the participation requirements at any time.
17. There is no entitlement to the issue of a JudoPass licence. In particular, we reserve the right
We reserve the right to refuse to issue a JudoPass licence if, among other things, you do not meet the requirements participation in association activities in accordance with the statutes and regulations of the DJB, your national association and/or your club, if there is reasonable suspicion of unauthorised or fraudulent activities or if such an application does not meet the requirements of these Terms of Use or if the issue of a JudoPass licence would be illegal or would otherwise violate applicable laws or regulations. We shall not be liable for any such refusal.
18. If you would like your club to act as a messenger to apply for the JudoPass licence for you,
you can this at any time in consultation with your club. In this , the association will have to confirm to us that you have taken note of and accepted these terms of use.

JudoPass App

17. With the JudoPass app, we you with an app that you can use to download digital content from us or a

third parties (e.g. your national association or club) on your smartphone, tablet or similar and/or manage data and processes digitally (the "**JudoPass App**").

18. To use the basic functions of the JudoPass app (e.g. DJB newsfeed), you only need to install the JudoPass app on your smartphone, tablet or similar, i.e. neither a DJB user account nor a JudoPass licence is required. To use other digital content in the app, you must log in with your DokuMe user account (so-called Sign-in with DokuMe) after you have registered with us (see above under "Registration & DJB user account"). Other digital content you to authenticate and identify yourself with your JudoPass licence, e.g. by uploading the individual QR code of your JudoPass licence to the app. You can find the QR code in your DJB user account or receive it from your club, for example.
19. Further information on this can be found in the JudoPass app, as well as below under "User requirements for Use of our JudoPass App".

Activation of digital content

20. The DJB user account allows you to use our digital content (e.g. certain functions in the JudoPass app), i.e. this digital content is already activated as soon as you have successfully registered. As a rule, their use is free of charge for you.
21. However, some digital content available on the DJB Portal must be activated by subscription. This applies in particular to fee-based digital content. By clicking on the button "Restart subscription" "Select", "Continue with payment" (or similar), you submit an application for activation of the respective digital content, i.e. you make a binding offer to conclude a contract for the use of the respective digital content. We can this offer by activating the respective digital content. We will inform you about the activation by e-mail and/or via a notice in the DJB user account.
22. A list of all current digital content of the DJB Portal including a description of services and the You can find your activated digital content subscriptions in your DJB user account at any time. We are continuously developing the DJB Portal and will improve digital content through ongoing updates and upgrades as well as adding new digital content.

No right of cancellation

23. As a consumer, you generally have a right of cancellation for contracts for digital content that are concluded by means of distance communication. Means of distance communication are all means of communication where the contracting parties do not have to be physically present at the same time. This right of cancellation expires as soon as you expressly agree that we may begin fulfilling the contract before the cancellation period expires and you confirm that you are aware that this agreement means that your right of cancellation lapses from the start of contract fulfilment.

You hereby expressly agree that we will start providing the DJB Portal and our digital content immediately and thus before the cancellation period expires. You are aware that the possibility of cancellation thus lapses.

Term and cancellation

24. The contract for the use of the DJB Portal is concluded for an indefinite period. For individual digital

Other terms may apply to certain digital content, e.g. minimum terms. We will special terms - where applicable - in the description of the respective digital content.

25. You can cancel activated digital content at any time by deactivating it in your DJB user account. The Cancellation shall take effect immediately or - if applicable - at the end of the respective minimum term.
26. You may terminate the agreement for use of the DJB portal at any time by deleting your DJB user account. The prerequisite for the deletion of the DJB user account is the timely cancellation of all subscriptions to digital content - where applicable - at the end of the respective minimum term. Cancellation of the contract for use of the DJB Portal shall take effect at the end of the respective calendar month or - where applicable - at the end of the respective minimum term of any digital content with the contract term that has long been in force at the time of cancellation.
27. We may terminate the contract for the use of the DJB Portal or a contract for activated digital content with The customer may cancel the subscription within a period of two (2) months by sending an e-mail to the e-mail address provided during registration.
28. The right to extraordinary cancellation remains unaffected. In particular, we have the right to extraordinary termination (a) if the provision of digital content becomes impossible for legal or technical reasons; (b) in the event of repeated complaints about you from other users or members; (c) if you engage in illegal business activities or offer extremist content, registration is only based on market research or we fear reputational damage in the event of cooperation; (d) in the event of payment arrears (at least two (2) months in arrears), filing for insolvency over your assets or the opening of insolvency proceedings. If there are reasons that justify extraordinary cancellation, we are entitled to temporarily deactivate the individual digital content for use. This applies in particular to a clarification phase during which you are given the opportunity to comment.
29. We will delete the data stored by you in the system after the end of the contract, provided that we have not have retention obligations. You are requested to export the data before the end of the contract.
30. **For the avoidance of doubt, we would like to point out that we do not delete certain data underlying our digital content when your contract to use the DJB Portal is terminated. This applies in all cases where we need the data to enable you to participate in association activities (regardless of the use of digital media) and where our digital content is merely intended to enable you to collect and/or manage this data in a digital (rather than analogue) way, e.g. for the data relating to your JudoPass licence, your trainer or examiner licence, your graduation, etc.**

What you can expect from us

Software transfer

1. We provide you with access to the DJB Portal and the digital content via the Internet. The functionalities and features of the DJB Portal and the digital content are set out in the current description of the software and the service description of the respective digital content.
2. For the duration of the contract, we enable you to store or file the data required to use the DJB Portal and the digital content on the servers operated by us and to access this data.

User requirements when using our JudoPass app

If you use DokuMe via our app, the following applies:

3. The functional scope of the apps may differ depending on the operating system. The functions are described in the respective app store, e.g. Apple's App Store, Google Play, etc. (hereinafter referred to as "**App Store**"). The hardware and firmware requirements for operating the app on end devices are described in the App Store listed.
4. We will provide updates to our app to the extent required by law. We reserve the right to make further updates at our own discretion.
5. We require a stable internet connection on your device so that you can download the latest content to your device using the app. After downloading content within the app, you can use some content independently of an internet connection (offline).
6. We the right to change the app at any time in a way that is reasonable for you, e.g. in order to develop it further and improve its quality. This applies to both technical and content-related developments.

Rights of use

7. We grant you a non-exclusive, non-sublicensable and non-transferable right to use the DJB Portal and the activated digital content, which is limited to the term of this contract or the subscription to the respective digital content and is subject to these Terms of Use.
8. A transfer of use or provision of the digital content to third parties or use by third parties is only permitted with our express consent.

Availability, protective measures and duty of care towards you

9. We aim to provide the DJB Portal with high availability and without technical disruptions, but we cannot guarantee that the DJB Portal always be fully available. For security reasons, official decisions, technical or maintenance reasons, we may occasionally have to restrict availability or immediately suspend the provision of the DJB Portal. A claim to use of the DJB Portal exists only within the framework of the current state of the art. We may temporarily restrict our services if this is necessary with regard to capacity limits, the security or integrity of the servers or to implement technical measures and/or if this serves the proper or improved provision of the services (e.g. maintenance work). In these cases, we take your legitimate interests into account, e.g. by providing advance information.
10. We provide our services at the connection point of the data centre we use to Internet. You are responsible for the Internet connection between you and our data centre.
11. We reserve the right to necessary measures to prevent harm to you, other users of the DJB Portal and/or us. Such measures include the retention records of transactions and/or the suspension, restriction or termination at any time, in whole or in part, of the provision of the DJB Portal and/or certain digital content, in particular in the following (non-exhaustive) cases: (i) we have reasonable grounds to suspect security breaches; (ii) we have reasonable grounds to suspect fraud, misuse, criminal activity or unauthorised access; (iii) we are required to do so in order to comply with applicable laws or regulations; (iv) we have reasonable grounds to suspect fraud, misuse, criminal activity or unauthorised access; or (v) we have reasonable grounds to suspect fraud, misuse, criminal activity or unauthorised access.

or comply with the request of any local or foreign authority (including but not limited to regulatory and judicial authorities); or (iv) you are in breach of any material obligation under these Terms of Use.

Communication

12. By accepting these terms of use, you agree that we may use electronic means of communication when communicating with you.
13. You can download these Terms of Use from our website at any time. We can also provide you with these Terms of Use on request at any time during support hours (see below).

Provision of services by third parties

14. We may, at our own discretion, utilise the services of third parties at any time.
15. We ourselves do not provide any services that a licence from the Federal Financial Supervisory or any other competent authority. Insofar as the DJB Portal or our digital content contain services that require such authorisation, these services are provided by our partners (e.g. payment services).

Changes in performance

16. We may change our services at any time for good cause. Such a reason in particular if the change is necessary due to (i) a necessary adaptation to a new legal situation or jurisdiction, (ii) the protection of system security, or (iii) the avoidance of abuse.
17. In addition, we may make appropriate changes to our services as part of continuous further development (e.g. switching off old functions which are largely replaced by new ones), in particular to take account of technical progress.

What we expect from you

Own responsibility

1. You are responsible for your actions in connection with your DJB User Account - this includes taking reasonable steps to protect your account, including the Access Data (as defined below).
2. You always check for yourself whether the specification of the DJB Portal and/or of certain digital content corresponds to your wishes and needs. You are aware of the essential functional features and conditions of the DJB Portal and/or the digital content.
3. When using the DJB Portal, you shall not use any unlawful content that violates the law, official requirements or the rights of third parties. In this respect, you shall independently ensure the fulfilment of and compliance with the statutory provisions and official requirements as well as the granting of official permits that affect you and/or the authorised users.
4. The DJB User Account is protected by a user name and password ("**Access Data**") that you specify during the registration process. You are responsible for taking appropriate precautions to keep your security elements (e.g. access data) and your devices (e.g. mobile phone, laptop) secure. and, in particular, not to pass on the security elements and devices or authorise their use by others.

Rights of use

5. The content stored by you on the DJB Portal may be protected by copyright and data protection laws. You hereby grant us the right to make the content stored with us accessible to you via the Internet, to transmit it and/or to reproduce it for the purpose of data backup.

Data protection

1. As a data controller, we process information about you that is considered personal data in accordance with Regulation (EU) 2016/679, the so-called General Data Protection Regulation ("**GDPR**") or other applicable data protection laws (the "**personal data**"). For the processing of your personal data, our Privacy Policy, which you on our website.
2. By using the DJB Portal, you instruct us and give us express permission to process your personal data in order to provide our services, in particular by collecting, storing and/or sharing this personal data and for the other purposes set out in our Privacy Policy. Such other purposes may include, for example, the security of our services, product improvements or the analysis of customer behaviour. You can also find out about your rights in relation to your personal data in the privacy policy.
3. The processing of personal data (i) of children under the age of sixteen ("**children's data**"), (ii) revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. orientation of a natural person ("**special categories of data**"), or (iii) about criminal offences Convictions and offences or related security measures ("**data on criminal convictions and offences**") are only permitted under certain conditions.
4. **If, when using the DJB Portal, you act as the holder of parental responsibility for a child who has not yet reached the age of sixteen, and therefore data of children are to be processed within the framework of the DJB Portal, you expressly consent to the processing of this child's data. Your express consent can be revoked at any time.**
5. **Insofar as special categories of data are processed within the framework of the DJB Portal, you expressly consent to the processing of these special categories of data. Your express consent can be revoked at any time.**
6. **Insofar as data on criminal convictions and offences are processed within the DJB Portal (e.g. criminal record extract), we will ensure that this processing is based on Union law or the law of the Member States, which is a necessary and proportionate measure in a democratic society to protect, in particular, important objectives of general public interest.**

Remuneration and terms of payment

1. The use of the DJB Portal is free of charge.
2. For some subscriptions to certain digital content, an agreed fee may be owed, which we will inform you of before activating the respective digital content. The fee may result from a

monthly basic price (due from the time of activation of the digital content) and/or a price related to the digital content, depending e.g. on transactions carried out, functions activated and/or storage space required. The current fees can be found in the respective subscription to the digital content and are also displayed in your DJB user account for activated digital content. All fees are subject to the applicable statutory value added tax.

3. reserve the right to change fees and to announce this with the new invoice. If you do not agree to the change within two (2) weeks of the date of the announcement, the contractual relationship will continue under the previous conditions. In this case, we reserve the right to terminate the contractual relationship or a corresponding subscription within two (2) months of the expiry of the aforementioned period.
4. We shall issue you with an invoice for the remuneration to be paid at the intervals agreed depending on the subscription (e.g. monthly, quarterly or annually), e.g. via the DJB user account or to the e-mail address specified in the DJB user account. Payments shall be due within fourteen (14) days of delivery of the invoice and shall be made to a payment account specified by us.
5. If you are more than one (1) month in arrears with the payment of the monthly amount, we reserve the right to temporarily block your DJB user account or to terminate the contractual relationship for cause.

In the event of problems or disputes

Acting in the event of problems

1. We may take appropriate measures if there are concrete indications that you are violating applicable law, these Terms of Use (including any applicable special provisions for our digital content), the rights of third parties, common decency or other provisions applicable to you or if we have any other legitimate interest, in particular to protect third parties from fraudulent activities. Such a measure can be a warning, but also a temporary or even permanent blocking of individual digital content or your DJB user account. We will take your legitimate interests into account when choosing the measure, in particular if there are indications that you are not responsible for the offence.

Liability

2. We shall be liable to each other without limitation for intent, gross negligence, fraudulent intent, data protection violations and injury to life, limb and health as well as in cases of mandatory statutory liability.
3. In the event of simple negligence, we shall be liable to each other insofar as essential contractual obligations (so-called cardinal obligations) are violated, i.e. obligations whose fulfilment is essential for the proper use of the services in accordance with these Terms of Use and on whose compliance you or we may regularly rely. In these cases, liability is further limited to the foreseeable typical damage (average damage typical for the contract) per case of damage.
4. In all other respects, statutory liability applies.

Limitation of liability, indemnification

5. Neither you nor we shall be liable for the accuracy, completeness and/or suitability of our respective

Services in accordance with these Terms of Use for a

The website is not intended for a specific purpose or for a specific result, unless otherwise expressly agreed in these terms of use. Liability for loss of profit, indirect damage or other consequential damage is also excluded.

6. Neither you nor we shall be liable for failures or disruptions that are due to unforeseeable events outside our area of responsibility (so-called "**force majeure**"). Events of force majeure include, in particular, war, civil unrest, forces of nature, lightning, fire, water, sabotage attacks by third parties (e.g. computer viruses), cable fires, power failures, unacceptable temperature and humidity, epidemics and pandemics, official orders, technical disasters in the vicinity, industrial action, failure of a service provider or supplier, failure of IT systems, failure or performance restriction of communication networks and gateways of other operators.
7. You and we shall indemnify each other against all claims asserted by third parties for infringement of rights, including trademark rights, in the context of the proper use of the services in accordance with these Terms of Use - including the assumption of reasonable costs for legal defence. This does not apply if the respective party is not responsible for the infringement. If necessary, you and we will provide each other with all information necessary for the examination of the claims and a defence and/or assign relevant claims against third parties to each other.
8. Digital offers made by third parties to you (e.g. a company or sports association) via the DJB Portal are always subject to their own terms and conditions. We are in no way liable for the acts or omissions of such third parties. Please ensure that you have read and accepted the terms and conditions of such third before using their digital offers.
9. Insofar as the liability of a party is limited, this shall also apply to the personal liability of its respective employees, representatives and vicarious agents.

Support and complaints

10. If you need help, you can contact our customer service via our website (djb.dokume.net), where the support times and contact channels are indicated. We a support service to assist with exclusively technical problems when using the DJB Portal and/or the digital content. The support services are by us on working days Monday to Friday from 10:00 a.m. to 1:00 p.m. (CET). Excluded from this are national public holidays, additional public holidays in the federal state of North Rhine-Westphalia and the 24th and 31st December of each calendar year. Support requests can also be submitted conveniently at any time via our support centre on the platform. The time until the first response to support requests may vary depending on the workload. We always endeavour to respond within a reasonable time. Requests received outside support hours will be deemed to have been received during the next working day. Basic support does not include: general advice or training, legal advice or set-up work.
11. The information provided on our website (djb.dokume.net) applies to complaints. If you have a complaint in connection with the DJB Portal, you can send your complaint in German or English via our website (djb.dokume.net) or by post to our address with the keyword "Beschwerde/Complaint". If we are unable to resolve a consumer complaint, you can forward your complaint to the German consumer advice centre (Verbraucherzentrale NRW e.V.). Further information can be found on the website of the consumer advice centre (www.verbraucherzentrale.de).

Final provisions

About these terms of use

1. You have certain rights by law that cannot be restricted by contractual provisions such as these Terms of Use. These Terms of Use are in no way intended to restrict these rights.
2. We want these terms of use to be easy to understand - that's why we use examples. However, this does not mean that these examples are exhaustive.
3. Should individual provisions of these Terms of Use be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Any provisions of these Terms of Use that are not included or are invalid shall be replaced by statutory law. If such statutory law is not available in the respective case (loophole) or would lead to a result that is recognisably incompatible with the intention of the parties, you and we shall endeavour to agree on an effective provision in place of the non-included or ineffective provision that comes as close as possible to it in economic terms.

Updates and changes

4. We reserve the right to update these Terms of Use for the use of the DJB Portal, including the Digital Content, as necessary (i) to reflect changes to our services or our business operations, for example if we add new services, features, technologies, prices or benefits (or remove old ones); (ii) for legal, regulatory or security reasons; or (iii) to prevent abuse or harm.
5. If we change these Terms of Use, we will notify you at least two (2) weeks before the changes take effect. With the information about the changes, we will provide you with the new version of the Terms of Use and draw your attention to significant changes. **The following applies to material changes:** If you do not agree to the change within two (2) weeks of the notification, the contractual relationship will be terminated. If the customer cancels the subscription on the date of notification, the contractual relationship will be continued under the previous conditions. In this case, we reserve the right to cancel the contractual relationship or a corresponding subscription within two (2) months of the expiry of the above-mentioned period. **The following applies to all other changes:** If you do not object to the changes before they come into effect, the amended terms of use shall be deemed to have been accepted. You can refuse to accept the changes - in this case the changes will not apply in relation to you. In this case, we reserve the right to terminate this user relationship without notice.

Applicable law, arbitration and place of jurisdiction

6. The use of the DJB Portal, these Terms of Use and any disputes arising out of or in connection with these Terms of Use shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
7. If disputes and/or differences of opinion arise from or in connection with the use of the DJB Portal by you, you and we agree to conduct proceedings in accordance with our legal system before you or we appeal to the ordinary courts. Our legal system shall apply accordingly where necessary. You and we further irrevocably agree that any dispute, controversy or claim arising out of or relating to your use of the DJB Portal or the breach, termination or invalidity of these Terms of Use or the related documents shall be submitted exclusively to the courts of Frankfurt am Main, Germany.