

# General terms of use

for the provision of digital content  
(incl. support when applying for the DJB JudoPass licence)

Status: 10/2024

## What these Terms of Use include

1. When you participate in association activities, we and the DJB/DokuMe provide you with certain services as digital content via the digital member administration and/or via the DJB portal (together, the "**digital content**"). This includes support with the application for and use of your DJB JudoPass licence, the provision of your own licences, the (digital) organisation of registrations for events such as belt examinations and competitions, the provision of training, competition and other appointment calendars, the awarding of sports badges, the provision of a web shop, the provision of information and news from the national association via the DJB JudoPass app and the provision of other digital content. The digital content is continuously being expanded. Some of this digital content will be made available to you via the DJB Portal (as defined below) or will be embedded there. If we or the DJB/DokuMe provide you with digital content via the DJB Portal, this will be indicated to you (e.g. by displaying a logo or explicit texts on the respective digital content).
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 digital content (the "**Terms of Use**"). They therefore help to optimise the relationship between you and us at your to define the utilisation of our services in relation to digital content.
3. When we talk about "**Judo-Verband Sachsen e.V.**", "**we**", "**us**" and "**our**", we mean **Judo Verband Sachsen e.V.**, Karl-Heine-Straße 93, 04229 Leipzig Germany, Amtsgericht Leipzig VR 779. When we talk about "**digital member administration**", we mean a software-as-a-service solution used by us to support us in providing digital content to you. When we talk about the "**DJB Portal**", we mean the platform provided by the **Deutscher Judo-Bund e.V.**, Otto-Fleck-Schneise 12, 60528 Frankfurt, Germany, Amtsgericht Frankfurt VR 11144 ("**DJB**"), with which you can access digital content from the DJB, DokuMe or us via your web browser or the JudoPass app. can take. For the avoidance of doubt, we emphasise that (i) we obtain the digital membership administration from the DJB; and (ii) all digital content provided by us to you is provided in our own name in accordance with these Terms of Use, regardless of whether this is done via the digital membership administration or embedded in the DJB Portal.
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 apply to all legal relationships between you and us arising in connection with the use of our digital content. Any deviating terms and conditions 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 our digital content. These Terms of Use and any additional terms of use to which you agree 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 digital content for purposes that violate 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.

## Application for the DJB JudoPass licence

6. In order to participate in association activities (e.g. to register for belt examinations or to take part in competitions), you require a DJB JudoPass licence (the "DJB JudoPass Licence") accordance with the DJB Statutes and/or Regulations. The DJB JudoPass Licence is an official document of the DJB. It is essentially a digital version of the so-called JudoPass. It serves to authenticate and identify you in the context of association activities. In addition to certain identification and contact data, the DJB JudoPass licence also contains further data such as your graduation 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 association activities.
7. You apply for the DJB JudoPass licence through us. We will provide you with all the necessary information and, as a rule, a registration link and support you with your application for the DJB JudoPass licence by means of the digital member administration, e.g. by checking certain DJB JudoPass licence data, forwarding your application to the DJB or managing the DJB JudoPass licence issued by the DJB.
8. You may apply for a maximum of one DJB JudoPass licence for yourself.
9. 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 DJB JudoPass licence for this person. You are responsible for this third person with regard to the administration of this DJB JudoPass licence. In the case of a person of legal age, this responsibility may be transferred to that person at any time. Unless otherwise agreed in these Terms of Use, these Terms of Use shall apply accordingly to the DJB JudoPass Licence of this third party administered by you. Insofar as applicable, any reference in these Terms of Use to the DJB JudoPass licence is also a reference to the DJB JudoPass licence of this third party administered by you.

10. You will provide the data required for the application for the DJB JudoPass licence truthfully and completely and, if this data changes in the course of your use of the DJB JudoPass licence, update it immediately. We may verify your identity, the data provided by you and generally the fulfilment of the participation requirements at any time.
11. The DJB is responsible for issuing the DJB JudoPass licence. We will forward your application for the DJB JudoPass licence to the DJB. There is no entitlement to the forwarding of your application. In particular, we reserve the right to refuse to forward your application if, among other things, you obviously do not meet the requirements for participation in the association's activities in accordance with the statutes and regulations of the DJB, of us and/or of your club, if there is a reasonable suspicion of unauthorised or fraudulent acts or if such an application does not meet the requirements of these Terms of Use or if the granting of a DJB JudoPass licence would be illegal or would otherwise violate applicable laws or regulations. Any liability on our part for such a rejection is excluded.

### JudoPass App

13. With the JudoPass App, the DJB provides you with an app with which you can access digital content from the DJB as well as digital content from third parties (e.g. us) on your smartphone, tablet or similar and/or manage data and processes digitally (the "**JudoPass App**"). For the JudoPass App, the DJB is responsible.
14. You can obtain digital content from us via the JudoPass app. As a rule, we will indicate digital content provided by in the JudoPass app.
15. Further information on this can be found in the JudoPass app, as well as below under "User requirements when using our JudoPass app".

### No right of cancellation

16. 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 shall expire as soon as you expressly that we may commence performance of the contract before expiry of the cancellation period and you confirm that you are aware that your right of cancellation shall lapse upon commencement of performance of the contract.

You hereby expressly agree that we will begin providing our services and digital content in accordance with these Terms of Use immediately and therefore before the cancellation period expires. You are aware that the possibility of cancellation no longer applies.

### Term and cancellation

17. The contract for the use of our digital content based on these Terms of Use is generally concluded for an indefinite period. Notwithstanding sentence 1, other terms may apply in specific cases for individual digital content, e.g. minimum terms. We will define special terms  
- where applicable - in the description of the respective digital content.
18. You can cancel this contract for the use of our digital content at any time by deactivating it in the DJB Portal or by sending us a message. The cancellation shall take effect immediately or - if applicable - at the end of the respective minimum term.

19. We may terminate this contract for the use of our digital content with a notice period of two (2) months by sending an e-mail to the e-mail address provided during registration.
20. 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.
21. We will delete the data you have stored in the system after the end of the contract, provided we have no retention obligations. You are requested to export the data before the end of the contract.

## What you can expect from us

### Application for the DJB JudoPass licence

1. We support you with your application for a DJB JudoPass licence, e.g. by helping you to check the required DJB JudoPass licence data, forwarding your application to the DJB or supporting you with changes to the DJB JudoPass licence issued by the DJB.

### Provision of further digital content

2. We provide you with access to additional digital content via the Internet. The functionalities and features of the digital content can be found in the current description of the service description of the respective digital content.
3. For the duration of the contract, we enable you to store or file the data required to use the digital content on the servers used by the DJB and to access this data.

### Rights of use

4. The DJB grants you a simple, non-sublicensable and non-transferable right of use to the digital content used, which is limited to the term of this contract or the use of the respective digital content and is subject to these Terms of Use.
5. 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

6. However, we cannot guarantee that we will always be able to make our digital content available to you via the DJB Portal in full and free of errors. We may occasionally have to restrict or completely suspend the provision of our digital content for security reasons, due to official decisions or for technical or maintenance reasons for which the DJB is responsible. A right to use our digital content exists only within the framework of the current state of the art. The DJB may temporarily restrict the services if this is necessary with regard to capacity limits, the

security or integrity of the servers or to carry out technical measures and/or 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.

7. Insofar as we provide our digital content via the DJB JudoPass app, we provide our services at the connection point of the data centre we use to the Internet. You are responsible for the internet connection between you and our data centre.
8. We reserve the right to necessary measures to prevent harm to you, other users of our digital content and/or us. Such measures include the retention of records of transactions and/or the suspension, restriction or termination, in whole or in part, of the provision of certain Digital Content at any time, in particular in the following (non-exhaustive) cases: (i) we have reasonable grounds to suspect a breach of security; (ii) we have reasonable grounds to suspect fraud, abuse, criminal activity or unauthorised access; (iii) we are required to do so in order to comply with any applicable law or regulation or 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

9. By accepting these terms of use, you agree that we may use electronic means of communication when communicating with you.
10. 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

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

## Changes in performance

13. We may change our digital content at any time for good cause. Such a reason exists 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 prevention of misuse.
14. 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 the use of our digital content - this also includes the choice of digital content you select in the DJB JudoPass app. You always check for yourself whether the specification of the specific digital content meets your wishes and needs. You are aware of the essential functional features and conditions of the digital content.
2. When using our digital content, you will not use any unlawful content that violates the law, official regulations or the rights of third parties. In this respect, you are independently responsible for the fulfilment of and compliance with legal regulations and official requirements as well as the granting of official permits that affect you and/or the authorised users.
3. If you access our digital content via the DJB JudoPass app, you are responsible for taking appropriate precautions to keep your security elements (e.g. access data to the DJB JudoPass app) and your devices (e.g. mobile phone, laptop) safe, and in particular not pass on the security elements and devices or allow them to be used by others.

## Rights of use

4. The content stored by you when using our digital content 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 can find on our website.
2. By using our digital content, you instruct us and give us express permission to process your personal data to provide our services, in particular by collecting, storing and/or sharing this personal data and for the other purposes stated 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 our digital content, you are acting as the legal representative of a child who has not yet reached the age of sixteen and therefore data of children is to be processed in the context of using our digital content, you expressly consent to the processing of this child's data. Your express consent can**

revoked any time.

5. **Insofar as special categories of data are processed as part of the use of our digital content, 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 in the context of the use of our digital content (e.g. criminal record extract), we will ensure that this processing is based on Union law or the law of the Member States, which a necessary and proportionate measure in a democratic society, in particular to protect important objectives of general public interest.**

## Remuneration and terms of payment

1. The use of our digital content is generally 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 consist of a monthly basic price (due from the time of activation of the digital content) and/or a price related to the digital content, depending, for example, 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 will issue you with an invoice for the remuneration to be paid at the agreed intervals (e.g. monthly, quarterly or annually) depending on the subscription, e.g. via the e-mail address you have provided. Payments are due within fourteen (14) days of delivery of the invoice and shall be made to a payment account specified by us.
5. If you more than one (1) month in arrears with the payment of the monthly amount, we reserve the right to temporarily suspend the provision of our digital content or to terminate the contractual relationship without notice.

## 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 in breach of 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. We will take your legitimate interests into account when choosing the measure, especially 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 under these Terms of Use for a particular purpose or for a particular outcome, 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**"). Force majeure events 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 our digital content 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 us via (for the time being: [office@judoverbandsachsen.de](mailto:office@judoverbandsachsen.de)), where the opening hours and contact channels are indicated. DokuMe a support service to assist with exclusively technical problems when using the DJB Portal and/or the digital content. The assistance we can provide is provided from Monday to Friday from 10:00 to 16:00 (CET) on working days. Excluded from this are national public holidays, additional public holidays in the federal states of Saxony, Hesse and North Rhine-Westphalia (where a major service provider of ours is based) and the 24th and 31st December of each calendar year.



Support requests can also be submitted conveniently at any time via the DokuMe support centre on the platform. The time until the first response to support requests may vary depending on the workload. They will always endeavour to respond within a reasonable time. Requests received outside support hours are 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 (the website) applies to complaints. If you have a complaint in connection with the digital content provided by us, you can send your complaint in German or English to our address at ([office@judoverbandsachsen.de](mailto:office@judoverbandsachsen.de)) or by post with the keyword "Beschwerde/Complaint". If we are unable to resolve a consumer complaint, you can forward your complaint to the Verbraucherzentrale Sachsen e.V. consumer advice centre. Further information can be found on the website of the consumer advice centre ([www.verbraucherzentrale-sachsen.de](http://www.verbraucherzentrale-sachsen.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 may update these Terms of Use from time to time to reflect (i) changes to our services or business operations, such as when we add new services, features, technologies, pricing 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. When we inform you of the changes, we will provide you with the new version of the Terms of Use and draw your attention to any significant changes. **With The following applies to significant changes:** 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 from the expiry of the aforementioned period. **The following applies to all other changes:** If you do not object before the changes come into force, the amended Terms of Use shall be deemed accepted. You can refuse to accept the changes - in this case, the changes will take effect in the relationship with you does not apply. 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 our digital content, these terms of use and any disputes arising from or in connection with these terms of use are subject to the law of the Federal Republic of Germany to the exclusion of 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 your use of our digital content, you and we agree to conduct proceedings in accordance with our legal system before you or we take recourse to the ordinary courts. Our legal system shall apply accordingly where necessary. Furthermore, you and we irrevocably agree that any dispute, controversy or claim out of or in connection with your use of our Digital Content, or concerning 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.