

PSI Collaboration Space - Terms of Use ("Terms") and Privacy Policy

(03.08.2023)

Welcome to the PSI Collaboration Space!

I. Definitions

PSI Collaboration Space – the Confluence-based tool provided and hosted by PSI Software SE and/or its affiliates ("PSI") to their commercial customers under <https://collaboration.psi-cloud.com/>

Confluence - web-based software developed and maintained by Atlassian. This software is the base for the PSI Collaboration Space.

Page - a web page hosted on Confluence.

space – organizational unit for a certain cluster of pages

Dedicated Space - a cluster of pages that can be accessed only by a certain group of Users determined by the Customer via a dedicated URL address.

Site - a group of spaces and/or Dedicated Spaces that can be accessed by a dedicated URL address.

II. Introduction

This document reflects the aim and functionalities of the PSI Collaboration Space and defines how you as the user ("User") can interact with the PSI Collaboration Space.

Please read these Terms and policies referenced therein carefully before using the PSI Collaboration Space.

By using the PSI Collaboration Space, or your express consent given by marking of consents during the registration process for your PSI Collaboration Space account, **you declare - on behalf of yourself and the company you represent ("Customer") - your consent to be bound by these Terms and all referenced policies.**

Please, refer to our [PSI Collaboration Space Privacy Policy](#) for additional information on how we use and process your personal data.

The Terms and policies may be modified in the future to reflect changes made to the PSI Collaboration Space (e.g. due to new functionalities, usage of new plugins, revised access rules). You will be notified about all modifications.

PSI provides the PSI Collaboration Space to you subject only to these Terms. **If you do not agree to these Terms, please do not use the PSI Collaboration Space.**

III. Aims of Collaboration Space

PSI Software SE and/or its affiliates ("PSI") provide their commercial customers with the PSI Collaboration Space (<https://collaboration.psi-cloud.com/>) to:

- Share the product documentation.
- Facilitate cooperation between Customers and PSI.
- Help propagate information about PSI activities.

It shall be achieved by:

- Providing verified content by PSI - we want to share with you high-quality documentation for our products. It can be in written form or using multimedia such as screenshots, video recordings, or diagrams.
- Enabling Users to create (add, edit, comment) their own content - for full collaboration we need your input. Thus, you can create your own pages in a secure environment, where only you, your colleagues, and PSI employees that are known by you have access.
- Providing and moderating the forum - you can share your experience with other users of PSI products. The forum is moderated by PSI representatives, so please, be respectful to others.

The content is shared only by pre-established User groups. No third-party companies have access to restricted spaces.

IV. Functionalities of the PSI Collaboration Space

We distinguish three different types of spaces in the PSI Collaboration Space depending on their content:

- documentation spaces - documentation for products, in the form of written content, multimedia (pictures, videos), attachment files
- collaboration spaces - with content dedicated to the specific Customer
- forum spaces - forum moderated by PSI dedicated to discussion between Users.

Depending on the type of space, the permissions to access and contribute are as follows:

- documentation spaces - shared with Customers of the product. Content is created by PSI, Customer can access it in read-only mode
- collaboration spaces - for each Customer, there is a Dedicated Space to exchange information with PSI. If PSI and Customer cooperate in more than one project, each project should have its own Dedicated Space. The access is restricted to the respective project-specific Customer representatives and PSI representatives. Each User can add, edit, delete the pages and upload and download attachments. PSI representatives can restrict these rights.
- forum spaces - space shared between Customers (from different companies) and PSI representatives. Each User can add a post, edit or delete their own post, add an answer, edit, or delete their own answer. PSI representatives can restrict these rights.

The availability of the functionalities collaboration and forum mentioned above depends on a separate agreement between the Customer and PSI.

V. Account

Prerequisite for the use of the PSI Collaboration Space is that you have applied for an account and are logged in to that account.

There are two categories of accounts:

a. company account

which may be used to access documentation sites of the products purchased by the Company in read-only mode, even if no other functionalities of the PSI Collaboration Space are used.

The credentials of the company account may be shared by you with and can be used by all users of the product at Customer who need access to the web documentation.

b. personalized User account

which is necessary to access collaboration and forum spaces.

You or your company's key user must provide your full name and professional email address to activate your account. Your name will be visible to other Users of your collaboration spaces and forum spaces.

You can choose to update your profile with your personal information (phone number, Instant Messenger, website) as well as your company information (your position, department, location) and a profile picture. Please note, that if and once you add this information to your profile, it will be visible to other Users.

All accounts are created and managed by PSI.

The company account is created automatically by PSI upon the first order via the PSI AppStore. PSI will deliver the credentials and login instructions to the email address(es) specified in the PSI AppStore Order or alternatively specified by a Customer representative in contact with PSI representatives.

Upon placing the Order in the PSI AppStore, the purchaser is by default the key user for the product and will receive the company credentials. The default key user may designate by email to PSI any colleague(s) (i) as alternative key user(s) for the Customer, and the key user(s) in turn can designate persons additionally (ii) as User(s) for the collaboration space(s) dedicated to Customer and/or forum space(s) by providing their full name and professional email address.

You are responsible for the security of your account(s).

For personalized User accounts this means to keep your log-in data (User name and password) confidential and to restrict access to your computer and/or your mobile devices, as well as to your log-in data. For company accounts, this means to keep the log-in data (User name and password) restricted to such persons who have a need to know this information.

If your or your company's log-in data is being, or is likely to be used in an unauthorized manner, you are obliged to inform us immediately. You are responsible for keeping the details you provide us correct and complete, and for informing us of any changes to the information you have provided.

Any User account which is inactive for more than 120 days will be disabled and all added User content (see below) will be anonymized.

PSI reserves the right to only grant temporary access (for example for 30 days, 6 months, 1 year) that can be renewed under certain conditions, or to refuse PSI Collaboration Space services, to temporarily limit the access to your account and/or terminate the account for due cause. This will in particular be the case if you are in breach of applicable laws, these Terms or the [Privacy Policy](#).

VI. Deletion of User Account, Dedicated Space or Site

You can request to disable your personalized User account at any time. Disabling the account means that you can no longer log in to the PSI Collaboration Space, and all the content created

by you will be anonymized (i.e., your full name will not appear on the PSI Collaboration Space any longer). We can restore your account because it will persist in the PSI Collaboration Space Active Directory until the expiry of the backup period of 3 months.

Customer's key user can request the deletion of the content of Dedicated (collaboration) Space(s). The backup of such content will also be stored for three months, and thereafter will be deleted completely.

PSI reserves the right to keep a copy of the backup for statutory documentation purposes.

VII. Authentication

The PSI Collaboration Space is integrated with a dedicated Active Directory (AD). User accounts are assigned to AD groups. AD groups are utilized to grant permissions within the PSI Collaboration Space.

VIII. User-generated content

You are solely responsible for all User content that you add. By adding new content you confirm that:

- you are entitled to share/publish such information
- the content does not violate applicable law, the intellectual property, or other rights of any third party
- it is compliant with our Community Guidelines as set out below.

You are free to choose the content that you provide. You can always edit or delete the information you provided. When you publish a page, your name is displayed as the author of that page. If you edit any page, other Users can track the changes you made.

By adding content, you do not lose any ownership rights you may have to it. However, you do grant us a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, and publicly display and perform your content in connection with the PSI Collaboration Space and our business. You also agree that PSI and other Users share and use your content as set forth in these Terms.

You acknowledge and agree that once you post your content, your content becomes public to other Users of the PSI Collaboration Space (unless posted in a Dedicated Space) and can be seen by PSI and any Users of the forum and/or documentation space, and PSI is not responsible for keeping it confidential.

All User content posted and/or uploaded by you into the PSI Collaboration Space shall be at your own risk, and PSI takes no responsibility for the (mis-)use of any such User content by any other User.

PSI reserves the right to export the User content to PDF, DOC, or HTML files. This option is not available for Customers (unless stated otherwise).

All attachments that are accessible to you, you can download.

PSI reserves the right to edit or delete User-generated content, if it violates the rules stated in these Terms.

IX. Confidential Information

“Confidential Information” shall mean all trade secrets, intellectual property rights, know-how, technical and financial information, code and other information PSI or third parties protect against unrestricted disclosure to others which are labelled “confidential” and/or disclosed in the space categories (a) or (b) below.

Except for Dedicated Spaces, i.e. collaboration spaces dedicated to specific Customers and further restricted to named Users, all other sites of the PSI Collaboration Space – i.e. documentation and forum spaces – are intended to be public for all Users. **As such, it is your responsibility as owner of confidential or proprietary information to limit the disclosure of Confidential Information to the correct space.**

In general, information or data provided on the PSI Collaboration Space (including attachments)

- (a) by PSI in a documentation space shall be considered “PSI Customer confidential”, which means it is for your and your company’s use only, and must not be shared with third parties which are not users of the specific PSI product.
- (b) in a Dedicated Space (e.g. a project collaboration space) shall be treated and considered as confidential between the named Users having access to such Dedicated Space, and
- (c) in a forum [space] shall be considered as non-confidential.

You agree not to provide PSI or other Users with any Confidential Information that you or the owner of such information do not intend to become public information, and as such waive any claims against PSI or other Users if you accidentally share information labelled as “confidential” in such a Space.

You agree not to reproduce any Confidential Information to which you receive access through a Dedicated Space in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain the property of PSI or the Customer that has disclosed such information and shall contain any and all confidential or proprietary notices or legends which appear on the original.

You agree to (a) to keep all received Confidential Information strictly confidential ; (b) to use Confidential Information solely for the purposes of the Dedicated (collaboration) Space or as authorized at the time of disclosure; (c) not to disclose any Confidential Information to any third party without the prior written consent of PSI or the Customer that has disclosed such information and (d) not to use the Confidential Information to re-engineer it, create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on it.

X. Community Guidelines

We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- Respect the privacy and personal information of others.
- Communicate with courtesy and respect.
- Do not discriminate individuals or groups based on attributes such as age, gender, ethnicity, disability, nationality, race, religion, sexual orientation.
- Do not harass others. Do not make threats of violence or threaten to harm others.
- Do not post spam, scams, or other deceptive content
- Do not share false or misleading information.

The PSI Collaboration Space is dedicated to PSI products. Users are kindly asked to refrain from advertising their own products, services and/or events, unless these are connected with PSI products and such advertisement has been pre-approved by PSI in writing.

All Users can report the content which they consider to be in breach of these rules.

We reserve the right to take a number of enforcement steps against the User(s) posting content violating the Community Guidelines. These steps include: issuing warnings, removing content, suspending or removing the accounts.

XI. Antitrust Compliance

Each User is responsible for their own antitrust compliance and should consult their own lawyers regarding the use of the PSI Collaboration Space in connection with applicable antitrust laws. However, as a minimum requirement, Users **shall not**

- discuss or share commercially sensitive information that could cause other companies to change the way they compete on the market;
- discuss or share information relating to individual company dealings with suppliers (including PSI) or customers;
- accept any commercially sensitive information from competitors, including information relating to prices, cost, market strategy or dealings with individual suppliers or customers; and/or
- enter into any formal or informal arrangements that distort competition (for example, by fixing prices, sharing markets or customers).

XII. Export Controls

You (neither as User nor as Customer) are not entitled to directly or indirectly export, re-export, or transfer any information and/or services obtained via the PSI Collaboration Space to any country, individual, corporation, organization, or entity to which such export is restricted or prohibited by law (for example, economic sanctions and embargoes imposed by the European Union, the United Nations or the USA).

In addition, your accessing the PSI Collaboration Space constitutes your representation that neither you personally nor the Customer you represent are subject to restrictive measures (sanctions). Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this paragraph.

XIII. Limitation of Liability

We hereby inform you that your access to the PSI Collaboration Space and/or your account may be occasionally suspended or restricted, e.g. to allow for repairs, maintenance, or the introduction of new functionalities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

PSI shall not be liable or responsible in any way

(i) for any User content posted on or linked from the PSI Collaboration Space, including, but not limited to, any errors or omissions in the User content, or

(ii) for any losses or damage of any kind incurred as a result of the use of or reliance on any User content or other material accessed on or through the PSI Collaboration Space and made available by a Customer.

As the PSI Collaboration Space is provided to you for free and without any remuneration, PSI is liable only if damage is caused by an intentional or grossly negligent breach of duty by PSI or one of its legal representatives or vicarious agents.

Liability for slight negligence is excluded.

The aforementioned limitations of liability do not apply for damages from injury to life, body or health, for a defect after a guarantee for the condition of the product or for fraudulently concealed defects. The liability under the German Product Liability Act remains unaffected.

To the extent the liability of PSI is excluded or limited, such exclusion or limitation also applies to the employees, legal representatives or vicarious agents of PSI.

XIV. Applicable Law and Venue

These Terms are governed by and construed in accordance with the laws of the Federal Republic of Germany without recourse to any principles of conflicts of laws. Exclusive place of jurisdiction shall be Berlin, Germany.

XV. Survival

Your confidentiality obligations under these Terms shall survive any termination or cancellation of your account. Upon any termination or cancellation of your account, or upon PSI's written request, you must cease the use of Confidential Information and return or destroy all Confidential Information in your possession or control that was disclosed to you by PSI or any other User.

XVI. Waiver and Severability

The failure of PSI to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. To the extent that any provision in these Terms shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect these Terms in total. PSI shall be entitled to modify the invalid or unenforceable provision in such a manner as to make these Terms as modified, legal and enforceable under applicable laws.

PSI Collaboration Space – Privacy Policy

(03.08.2023)

Welcome to PSI Collaboration Space of PSI Software SE, Dircksenstraße 42-44, 10178 Berlin (Mitte), Germany. Thank you for your interest. PSI Software SE takes the protection of personal data very seriously. Therefore, we would like to inform you below which data will be used for which purposes in PSI Collaboration Space.

1. Purpose of Data Processing

PSI Software SE and/or its affiliates ("PSI") only process personal data within the scope of the Terms of Use of the PSI Collaboration Space ("Terms") and to provide the functionalities of the PSI Collaboration Space, such as:

- Sharing the product documentation.
- Facilitating cooperation between Customers and PSI.
- Helping propagate information about PSI activities.

It shall be achieved by:

- Providing verified content by PSI - we want to share with you high-quality documentation for our products. It can be in written form or using multimedia such as screenshots, video recordings, or diagrams.
- Enabling Users to create (add, edit, comment) their own content - for full collaboration we need your input. Thus, you can create your own pages in a secure environment, where only you, your colleagues, and PSI employees that are known by you have access.
- Providing and moderating the forum - you can share your experience with other users of PSI products.

The data processing and availability of functionalities mentioned above depend on your registration and the agreement between the customer and PSI.

2. Use of Personal Data shared by You

PSI only processes personal data, if you share it with PSI. Such personal data, which you directly provide PSI with and/or publish or send within the PSI Collaboration Space is, for example

- credentials (e.g. User name and password)
- profile data (e.g. job title, Company name, industry sector, profession, contact details, picture)
- User-generated content (messages and other posts)

The content is shared only by pre-established User groups. No third-party companies have access to restricted Designated Spaces.

3. Data Transfer

Other persons only receive personal data and information only within the functionalities of the PSI Collaboration Space. No data is transferred by PSI to external third parties/persons.

4. Backup policy (retention and deletion periods)

Any User may cancel their personalized User account at any time. In such case, (i) all User-generated content added by such User will be anonymized, and your personal data will only be stored in the back-up of the Active Directory for a maximum period of 3 months.

5. Email notifications and communications

If you add, edit, or comment on any page, by default you are becoming its watcher. This means you can receive email notifications about changes made to this page. You can opt-out of this functionality by using the "unwatch" functionality described in the Confluence documentation: <https://confluence.atlassian.com/conf718/watch-pages-spaces-and-blogs-1129689225.html>

PSI representatives may communicate with you electronically (via email) to inform you about events like changes in the PSI Collaboration Space, breaks due to maintenance services, imminent expiry of your account.

6. Tracking activities

PSI uses the built-in Confluence tools "Analytics" to track the activities of Users on each page and space. The tool helps to identify:

- most viewed content
- usage and activity trends across the sites
- frequent contributors and viewers

The data is visible to PSI space administrators and Confluence administrators. It is not shared with third-party companies.

It may be used to:

- verify which pages are frequently viewed by Users as well as which pages are not popular
- verify the most active contributors
- see the changes, edits and views of pages during the specified period of time

Analytics data is retained in the database for 12 months.

7. Used Plugins

When providing the PSI Collaboration Space, PSI uses several plugins by Atlassian and Jira, which include code written by other third parties.

PSI reserves the right to add new functionality or change the behaviour of the third-party plugins by installing those third-party apps.

Doing so may give third-party apps access to your account and information about you like your name and email address, and any content you choose to use in connection with those apps. Third-party app policies and procedures are not controlled by us, and this privacy policy does not cover how third-party apps use your information. We encourage you to review the privacy policies of third parties before connecting to or using their applications or services to learn more about their privacy and information handling practices. If you object to information about you being shared with these third parties, please refrain from using the plugin app.

Plugin	Vendor	Aim of plugin	Privacy policy
Adaptavist ScriptRunner for Confluence	Adaptavist.com Ltd	Enables usage of advanced, customized scripts.	https://www.adaptavist.com/privacy-policy
Draw.io Confluence Plugin	//SEIBERT/MEDIA	Plugin for creating diagrams.	https://info.seibert-media.net/display/we/Dat+a+privacy
Refined for Confluence	Refined	Plugin to improve navigation and organize content.	https://refined.com/privacy-policy/
aura	//SEIBERT/MEDIA - appanvil	Adds elements for advanced layout design.	https://info.seibert-media.net/display/we/Dat+a+privacy
Content Exporter (Word, PDF, HTML)	META-INF KFT	Enables advanced page export options.	https://docs.meta-inf.hu/general-information/general/legal-documents#4.-privacy-policy
HideElements for Confluence	Lively Apps	Enables to hide elements of layout.	https://livelyapps.com/privacy-policy/
Metadata for Confluence	Communardo Products GmbH	Enables to add additional information about pages.	https://www.communardo.com/privacy-statement/
Scroll Translations	K15t GmbH	Plugin to add multiple translations for pages and switch between them.	https://www.k15t.com/legal/data-center-general-terms-and-conditions
Scroll Versions	K15t GmbH	Plugin to version the content, and switch between versions.	
Smart Terms	Creativas	Enables the creation of a dictionary of terms connected to the content.	https://creativas.io/privacy-policy
Easy Heading Macro	Shinotech Software	Adds advanced table of content.	https://shineatlas.atlassian.net/wiki/spaces/EHMFC/pages/452821368/End-User+License+Agreement
LastLog for Confluence	Decadis AG	Shows the entries of the Confluence log files.	https://apps.decadis.net/display/DECADIS/Data+Security+and+Privacy+Statement
SSO for Atlassian Data Center	Atlassian	Provides Single Sign-on capabilities	https://www.atlassian.com/trust/privacy
Atlassian Universal Plugin Manager Plugin	Atlassian	Default plugin provided by Atlassian to enable Universal Plugin Manager.	
Atlassian Troubleshooting and Support Tools	Atlassian	Default plugin provided by Atlassian to help with providing support.	

8. Rights and complaint options

In accordance with section 12 et al. GDPR, you have the following rights with respect to the data concerning you:

- Right to information,
- Right to rectification or erasure,
- Right to restriction of processing,
- Right to withdraw your consent,
- Right to object to processing.

For more information, please, refer to <https://www.psi.de/en/privacy/>