

Digital Services Act (DSA) Addendum supplementing the General Terms and Conditions of shopware AG

1. Subject Matter and Scope

1.1 This DSA Addendum (“Addendum”) supplements the contractual or terms-of-use conditions of shopware AG (“shopware”) applicable to the services listed below. It governs the rights and obligations of shopware and the users in connection with the intermediary services operated by shopware within the meaning of Regulation (EU) 2022/2065 (“Digital Services Act” or “DSA”).

1.2 This Addendum applies exclusively to the following services operated by shopware (together the “DSA Services”):

- (a) the provision of the shopware software as a SaaS or PaaS solution,
- (b) the Shopware Store,
- (c) the Shopware Community Hub, and
- (d) the Shopware Community Forum.

1.3 This Addendum applies

- (a) to customers of the DSA Services together with the General Terms and Conditions of shopware applicable in each case, and
- (b) to other users of the DSA Services together with the terms of use applicable to the relevant DSA Service. For users of the Community Hub, this Addendum is incorporated via the terms of use applicable there.

1.4 To the extent that this Addendum supplements or deviates from other terms applicable to the relevant DSA Service, the provisions of this Addendum shall prevail within the scope of mandatory requirements under the DSA. In all other respects, the applicable General Terms and Conditions or terms of use shall remain unchanged.

1.5 The current version of this Addendum shall be made publicly available to users in an easily accessible and machine-readable form.

1.6 “Users” within the meaning of this Addendum are all natural or legal persons using a DSA Service, including customers and other registered or unregistered users, where applicable. The DSA Services are not directed at minors. Minors are not permitted to use the DSA Services. By using a DSA Service, the user confirms that they are of legal age.

2. Prohibited Content, Community Guidelines and Grounds for Moderation

The DSA Services are subject to the terms of use, community rules and other conduct and moderation rules published by shopware that apply to the relevant DSA Service, each as amended from time to time. This also applies to any other rules expressly designated by shopware as applicable to the relevant DSA Service.

Users are obliged to provide or disseminate only such content as complies with these rules and with applicable law.

shopware may moderate content, including in particular by removing or blocking it, or take measures against user accounts if

- (a) it may reasonably be assumed that content violates applicable law, the terms of use applicable to the relevant DSA Service, the Acceptable Use Policy or other rules published by shopware,
- (b) shopware is required to do so by orders of public authorities or other legal obligations, in particular under the DSA, or
- (c) this is necessary to prevent abuse, protect the integrity of the DSA Services or protect the security of other users.

3. Types of Moderation Measures

shopware may take the following moderation measures in connection with the DSA Services:

- (a) removal of individual content,
- (b) blocking or restricting access to individual content,
- (c) restricting the visibility of individual content,
- (d) restricting individual functions,
- (e) temporary suspension of a user account,
- (f) permanent termination or deactivation of a user account,
- (g) restriction of the monetisation of content, where applicable.

Where required by law, shopware shall inform affected users of the measures taken, the main reasons for them and the available remedies, including the internal complaint-handling system under clause 5.

4. Reporting Illegal Content (Notice-and-Action Mechanism)

If users or other persons believe that specific content available through the DSA Services is illegal, they may report such content through the reporting mechanism provided by shopware ("notice-and-action mechanism"). For this purpose, shopware provides an online form which is accessible via a central DSA information page.

The form collects the legally required minimum information, in particular:

- (a) the exact electronic location of the content (e.g. URL or unique ID),
- (b) an explanation of why the content is considered illegal,
- (c) the contact details of the reporting person, and
- (d) a confirmation that the reporting person is acting in the good-faith belief that the information contained in the notice is accurate and complete.

Where the reporting person provides an electronic contact detail, shopware shall acknowledge receipt of the notice without undue delay by electronic means.

shopware shall assess such notices in accordance with the DSA and this Addendum and shall take an appropriate decision (e.g. removal or retention of the content, restriction of visibility). Where required by law, shopware shall inform both the reporting person and the user affected by the decision of the measure taken, the main reasons for it and the available remedies.

5. Internal Complaint-Handling System

For decisions relating to the Shopware Store, the Community Hub and the Forum that fall within Article 20(1) DSA, affected users may lodge a complaint via shopware's internal complaint-handling system within at least six months from receipt of the relevant decision.

The complaint-handling system is accessible via the DSA information page. Users should identify the challenged decision as precisely as possible; no further formal requirements apply.

Complaints shall be handled carefully, without discrimination and within a reasonable period of time. The decision on the complaint shall not be based exclusively on automated means. The affected user shall receive a reasoned response as well as information on further remedies, including out-of-court dispute settlement under Article 21 DSA, where applicable.

6. Misuse of Notices and Complaints

The procedures provided by shopware for reporting illegal content and lodging complaints must not be misused. Following a prior warning, shopware may suspend access to the notice and complaint functions for an appropriate period of time if users repeatedly submit manifestly unfounded notices of allegedly illegal content or repeatedly lodge manifestly unfounded complaints.

When deciding on such suspension, shopware shall take into account in particular the nature, frequency and severity of the conduct concerned as well as its impact on other users and on the safe operation of the DSA Services. shopware shall inform affected users of the measure taken and of the available remedies.

Further measures under the applicable terms of use shall remain unaffected to the extent permitted by law.

7. Use of Automated Systems and Human Review

shopware uses automated systems in part in the DSA Services, in particular to detect spam, abuse and fraudulent activities, to ensure IT security and to enforce the rules applicable to the relevant DSA Service. Decisions on moderation measures may be based on automated processing, human review or a combination of both.

Users may request human review of a decision by lodging a complaint under clause 5 or by using the contact channels indicated on the DSA information page.

8. Further Information under the Digital Services Act

shopware provides the following information in particular on a central DSA information page:

- (a) points of contact for authorities and users under Articles 11 and 12 DSA,
- (b) the online form for reporting illegal content under Article 16 DSA,
- (c) information on the internal complaint-handling system under Article 20 DSA,
- (d) transparency reports under Articles 15 and 24 DSA, and
- (e) information on the average monthly number of active users in the EU under Article 24(2) DSA.

The current version of the DSA information page is accessible via the legal / footer section of the DSA Services operated by shopware.