

Terms of Use for Services of shopware AG

These Terms of Use apply to the use of the services of shopware AG ("shopware").

1. Applicability of Supplementary Provisions

1.1. Unless otherwise expressly provided in Section 1.2, Services shall qualify as AI Systems within the meaning of shopware's General Terms and Conditions of Business ("GTC"). Therefore, the Terms of Use for AI-Based Systems of shopware AG apply to the use of these Services. These are available at <https://www.shopware.com/en/legal/ai-usage/>.

1.2. By way of derogation from Section 1.1, the following Services do not qualify as AI Systems within the meaning of the GTC:

- "CAD to 3D" Service
- "Recommendation Preview" Service
- "Shopware Plans" Service

The Terms of Use for AI-Based Systems of shopware AG do not apply to these Services. Where available, the special terms of use pursuant to Section 2 shall apply to these Services.

1.3. In all other respects, the GTC and, where applicable, any special contractual terms (e.g. SCT-SI+) remain unaffected. In the event of any conflicts, these Terms of Use shall take precedence over the GTC to the extent such conflict relates to the use of the Services. In the event of any conflict between these Terms of Use and any product-specific terms (e.g. SCT-SI+), the product-specific terms shall prevail.

2. Special Terms of Use

The provisions of this section contain special terms of use for Services that are not classified as AI Systems within the meaning of the GTC.

2.1. Terms of Use for the "CAD to 3D" Service of shopware AG

shopware AG ("shopware") provides the "CAD to 3D" Service, which enables CAD files to be automatically converted into a format suitable for real-time 3D renderings. The "CAD to 3D" Service is provided exclusively on the basis of these Terms of Use.

shopware may engage external service providers for the technical execution of the conversion. For this purpose, CAD files provided by the Customer may be transmitted to such service providers, and conversion results may be transmitted back to shopware.

2.1.1. Scope and Use

2.1.1.1. These Terms apply to the use of the "CAD to 3D" Service. By using the "CAD to 3D" Service, you agree to be bound by these Terms of Use.

2.1.1.2. The "CAD to 3D" Service must not be used:

- to input or process personal data (this includes, in particular, personal data that may be contained as metadata in uploaded CAD files (e.g. name of the creator, email address, username, internal IDs, comments)),

- to create or disseminate unlawful content (e.g. content that is glorifying violence, discriminatory, or pornographic),
- to input content that infringes third-party rights, in particular copyrights, trademark rights, or personality rights,
- to attempt unauthorized access to systems or data,
- to distribute malware or spam,
- to manipulate or technically interfere with the functionality of the “CAD to 3D” Service, in particular through automated access (e.g. scripts, bots), reverse engineering, or circumvention of security mechanisms,
- to use the Service for other unlawful, harmful, or ethically questionable purposes,
- in violation of applicable export control and sanctions regulations.

2.1.1.3. Files and content transmitted via the “CAD to 3D” Service are not considered confidential. The Customer should refrain from submitting sensitive or business-critical information.

2.1.2. Grant of Rights, Liability

Use of the “CAD to 3D” Service is at your own risk.

The Customer is solely responsible for ensuring that:

- it is authorized to use the uploaded/selected file (including any required rights and licenses),
- the file does not contain any personal data,
- no third-party rights are infringed (in particular IP rights and trade secrets),
- any required internal approvals (e.g. compliance) and, where applicable, any consent requirements have been obtained.

If the Customer provides files and content when using the “CAD to 3D” Service, the rights thereto remain with the Customer. The Customer grants shopware an unrestricted, time-limited, revocable, non-exclusive, non-sublicensable and non-transferable right to use the files and content provided as well as the conversion results for the provision of the “CAD to 3D” Service. This includes processing by subcontractors/vicarious agents engaged by shopware on behalf of shopware, to the extent required for the provision of the “CAD to 3D” Service.

The Customer shall indemnify shopware against any and all third-party claims arising from an infringement of rights in connection with the use of the “CAD to 3D” Service attributable to the Customer. The Customer shall notify shopware without undue delay of any such claims being asserted. Upon first request, the Customer shall bear all reasonable costs incurred by shopware in this context, in particular customary and reasonable legal defense costs. This shall only apply if the conduct giving rise to the claim falls within the Customer’s area of responsibility or control.

The conversion results generated by the “CAD to 3D” Service may contain errors and must be reviewed by the Customer before use at its own responsibility. Subject to the provisions in Section 12 of the GTC, shopware assumes no liability for the accuracy, completeness or timeliness of the conversion results provided via the “CAD to 3D” Service.

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