

## Terms of Use for Roland Berger Microsoft365 cloud services

Roland Berger ("we") provides Microsoft365 cloud services ("the Service"). This comprises – among others – Microsoft Teams, Microsoft Planner, Microsoft OneDrive for Business, Microsoft PowerBI, Microsoft SharePoint Online, Microsoft Lists, Microsoft Stream, Microsoft ToDo, Microsoft Forms, Microsoft Whiteboard, Microsoft PowerApps, Microsoft Office Online Apps (hereinafter "Microsoft365 Cloud Services"). We provide the Service to our customers according to the respective customer agreement for use by customer's personnel ("users" or "you") and for business purposes only. These Terms of Use set out the terms and conditions for your use of Microsoft365 Cloud Services and according to which we provide Microsoft365 Cloud Services.

Please also make sure you have read our [Privacy Policy](#) for the Microsoft365 Cloud Services.

You can download these Terms of Use via this [link](#).

### 1. Provision of the Service

- 1.1 These Terms of Use apply in addition to the Terms of Use provided by Microsoft (as supplier of Microsoft365 Cloud Services). In the event of discrepancies, these Terms of Use shall take precedence with regard to the relationship between Roland Berger and you.
- 1.2 In accordance with these Terms of Use, you receive the simple, non-sublicensable, non-transferable right to use Microsoft365 Cloud Services. You may not provide access to the Service, in whole or in part, to any entity or individual, without Roland Berger's prior written consent, or misrepresent your relationship with Roland Berger.
- 1.3 Access to Microsoft365 Cloud Services is granted via the Internet. You are responsible for ensuring an adequate Internet connection and the existence of technical prerequisites for access to Microsoft365 Cloud Services, as well as for taking the necessary precautions to secure your systems, in particular to use common security settings of the browser and current protection mechanisms to defend against malware.
- 1.4 Access to Microsoft365 Cloud Services is password-protected. You must carefully secure your access data and are obliged to inform Roland Berger immediately if there are indications that your access to Microsoft365 Cloud Services has been misused by third parties. You are liable for all activities that are carried out using your access data, unless you are not responsible for the misuse of your access data.
- 1.5 The access to the Service may be blocked, suspended or terminated by Roland Berger at any time for violation of this agreement, actions that may lead to a liability of Roland Berger, disruption of access of other users or networks, violation of applicable laws or regulations or other comparable reasons. Roland Berger reserves the right to change the specifications of the Service. Roland Berger may change access codes, usernames, passwords or other security information necessary to access the Service if this is deemed necessary to ensure the security of the Services.

## 2. Use of the Service and your obligations

- 2.1 You may only use the Service for lawful purposes and pursuant to the relevant provisions of civil law, copyright, criminal law, data protection law and the protection of minors. Published content may not infringe (a) the rights of third parties, in particular content for which you do not have sufficient rights (especially copyright), (b) legal provisions or (c) public decency. In particular, no vulgar, offensive, abusive, pornographic, xenophobic, or otherwise reprehensible content or links to websites containing such content may be submitted.
- 2.2 You have to ensure that any content you provide is free of internet viruses, trojans, or other destructive software.
- 2.3 We may remove any content that violates these Terms of Use without further notice.
- 2.4 You undertake to indemnify Roland Berger upon request from all claims against Roland Berger by third parties arising from violations of the law culpably (negligently or intentionally) committed by you.
- 2.5 You acknowledge that Roland Berger will not carry out backups of the data stored within the Service. We suggest you to regularly backup your data.

## 3. Liability

Roland Berger shall be liable in the event of intentional behavior, gross negligence and in the case of culpable injury to life, body and health. In the case of culpable violation of essential contractual obligations, meaning principal obligations enabling the proper execution of the contract, Roland Berger will be liable for damages that are typical for the contract and that can be reasonably foreseen. The liability under any applicable special laws, such as product liability laws, remains unaffected. Any further claims for direct or indirect damages (on any legal basis) are excluded.

## 4. Miscellaneous

- 4.1 Roland Berger reserves the right to change these Terms of Use. In such cases, we will give you notice via email and an opportunity to object within six (6) weeks. If you do not object, the changed Terms of Use will become effective.
- 4.2 These Terms of Use shall be governed by the laws of Germany. If any provision of these Terms of Use is invalid, the remaining provisions will remain in effect.

## Version history

Version	Date	Changes
V1.0 -1	June 2021	Adding additional Microsoft365 cloud services
V1.0	June 2019	Initial version