



Terms of Licence and Use for the LAMTEC Support App

Date: 07/2021

1. General; object of the agreement

- a) These terms of licence and use (“terms of use”) apply to use of the LAMTEC Support App (the “App” provided by LAMTEC Meß- und Regeltechnik für Feuerungen GmbH & Co. KG, Josef-Reiert-Straße 26, D-69190 Walldorf (Baden) (hereinafter referred to as “we”, “us”) by users of the App (hereinafter referred to as “user”, “you”).
- b) The object of the agreement is the provision of the App by us for users free of charge.
- c) In the App, users can quickly and simply run LAMTEC products in accordance with the terms of use set out here and in particular report system faults using a ticketing system and contact us. You can check whether and what cards have been provided by your institute to be activated as digital cards for use with the App by inputting the institute's bank sort code in the App.
- d) These terms of use apply only to general use of the App by the user within the scope described in subparagraph 1 c). The contractual relationship between the user and us concerning the use of the App (the “App contract”) will commence the moment the user agrees to these terms of use. The terms of use are an integral part of the App contract.
- e) The provisions of these terms of use will also apply to versions of the App released in future for use by the user, unless the terms for these new versions have been amended.
- f) The rights and obligations from any contracts between the user and his institute are not affected by the App contract and the terms of use.

2. Use of the App

- a) In order to be able to use the App, you have to accept these terms of use.
- b) The App may only be used by users who are natural persons and are 18 or over.
- c) As a user you must prevent unauthorised third-party access to the App which is installed on your mobile device. If a third party has unlawfully gained access to the App which is installed on your mobile device or if you have reasonable grounds for suspecting that a third party has unlawfully gained access to the App which is installed on your mobile device, you have to inform your institute of this immediately.
- d) As a user you must prevent unauthorised third-party access to the App which is installed on your mobile device. If a third party has unlawfully gained access to the App which is installed on your mobile device or if you have reasonable grounds for suspecting that a third party has unlawfully gained access to the App which is installed on your mobile device, you have to inform your institute of this immediately.
- e) The user will be liable to us for damage caused as a result of a culpable breach of his obligations under these terms of use.



- f) After registering, the user can store user, company and device data in the App in order to contact us and in particular to report faults. We have no control over whether a fault reported by the user, and in particular over whether a ticket that has been issued, is taken on.

3. Licence

- a) We grant the user a non-exclusive, non-transferable, non-sublicensable and gratuitous right to execute display and use the App on the user's mobile devices (e.g. smartphone, tablet). The agreed use of the App includes the installation as well as the loading, displaying and running of the installed App.
- b) The user is not allowed to sublicense or loan the App and/ or distribute the App or the right to use the App in any way. The user will also not modify, translate, reverse engineer, decompile or create derivative works of the App. The software is intended exclusively for personal and business use (within the scope of the contractual relationship), but not for commercial use by the user.
- c) In the event of a breach of any of the above provisions by the user, we will have the right to terminate the App contract with the user. In the event of termination, the user has to stop using the App immediately and completely, delete all copies of the App installed on his devices and confirm to us in writing that he has done this.

4. Intellectual property rights to the App

- a) We are the sole and exclusive holder of the rights to the App. The user is granted no further rights to the App beyond those expressly granted in the terms of use.
- b) All elements of the App, i.e. data and materials including images, graphics, illustrations, designs symbols, photos, texts and any other images (hereinafter referred to as "content") are our property and are protected by copyright law, trademark law and/ or any other intellectual property rights.
- c) Any use and/ or reproduction of the contents contrary to the provisions of these terms of use without our express prior consent in writing will be a breach of law, is prohibited under these terms of use and will give us the right to terminate the App contract with the user immediately.
- d) The use of automated systems or software to extract data from the App, in particular for commercial purposes, is prohibited.

5. (Further) obligations of the user

The user agrees that he will not perform any unlawful acts with the help of the App. In particular, the user will not engage in or commission abuse, infringe the rights of third parties (in particular trademark rights, name rights and copyrights) and /or behave in a manner that is immoral, racist, is slanderous attacks the character of others or is criminal with the help of the App.

6. Availability

We will endeavour to offer unlimited availability of the App with what is technically feasible and economically viable. However, we do not guarantee this. In particular maintenance work, security and capacity reasons, technical circumstances and events outside of our control may result in the App not being available temporarily.

7. Data protection



We collect, process and use personal data as far as necessary in accordance with our privacy statement and refer you to this: <https://www.lamtec.de/en/topmenu/privacy.html>

8. Liability

- a) In the following cases we will be liable to you and compensate you for expenses and damages in accordance with the statutory regulations: in cases of liability under the Product Liability Act (Produkthaftungsgesetz); in cases of wilful intent or fraudulent concealment; in cases of gross negligence; for injury to life, limb or health; if we have provided a guarantee; and in all other cases where liability is mandatory under law.
- b) We will also be liable to you and compensate you for damages in accordance with the statutory regulations in the event of a culpable breach of so-called cardinal obligations. Cardinal obligations in this sense are all obligations whose breach would jeopardize the achievement of the contractual purpose, as well as all obligations whose fulfilment enables the proper performance of the contract in the first place and on compliance with which you can generally rely. However, if the breach of a cardinal obligation is due to slight negligence and did not result in injury to life, limb or health, your claims for compensation will be limited in terms of amount to the typical foreseeable damage.
- c) Otherwise your claims for compensation against us - whatever the legal basis, in particular due to a defect in quality or in title and/ or breach of other obligations under the contractual relationship or under pre-contractual relationship (e.g. within the meaning of section 311 (2) of the German Civil Code (BGB) by us, our legal representatives, employees or vicarious agents, under section 311 a BGB or claims in tort are excluded.
- d) If our liability is limited or excluded under the above provisions, this will also be the case for the personal liability of our legal representatives, employees and vicarious agents.
- e) Any statutory liability privileges, e.g. pursuant to sections 8 - 11 of the German Telemedia Act (TMG) or in connection with gratuitous contracts (e.g. pursuant to sections 521 ff. (analogous), 599 ff. BGB (analogous)), remain unaffected. The above provisions do not involve a change in the burden of proof to your detriment.

9. Links

Insofar as the App contains links to websites of third parties (e.g. websites of the institute), we have no control over the current and future design and information of the linked sites and therefore accept no liability for this. You are fully responsible for the use of this third-party information. If you notice that we have linked to sites with illegal or questionable information, please let us know so that we can remove this link as quickly as possible.

10. Termination of the App contract; blocking of the App

- a) The term of the App contract is indefinite and the App contract may be terminated for the reasons stated below.
- b) We and the user can terminate the App contract extraordinarily for a compelling reason. We will have a compelling reason if, for example, (i) the user is persistently and seriously in breach of his contractual



obligations under these terms of use, or if (ii) we decide to no longer offer the App or we want to discontinue the App.

- c) The user has the right to terminate the App contract ordinarily at any time.
- d) Upon the termination of the App contract becoming effective, the user will no longer have the right to use the App. Any termination of the App contract between the user and us will have no effect on other existing contracts.
- e) We will have the right to block the App or to arrange for it to be blocked by the relevant App store, if (i) the App contract can be terminated by us for a compelling reasons, (ii) any misuse and/ or use of the App that is unauthorised, unlawful, in breach of this contract, criminal has taken place or is imminent (e.g. if the user loans his mobile device to an unauthorised third party for use of the App), and/ or (iii) the user does not install a security-related update/ upgrade of the App on his mobile device, even though he has been suitably informed of its existence.
- f) For clarification: any termination of the App contract between the user and us or any blocking of the App will not affect other contracts with the user or his employer/ company. If the App contract is terminated or if the App is blocked, only the user's right to use the App will expire (in the case of termination) or be suspended (in the case of blocking).

11. Miscellaneous

- a) The user does not have the right to transfer or assign rights or obligations under the App contract to a third party.
- b) These terms of use govern finally and fully our and the user's mutual contractual obligations in relation to the object of the contract.
- c) We are neither willing nor under obligation to participate in dispute settlement procedures before a consumer arbitration board (Verbraucherschlichtungsstelle).
- d) These terms of use are governed by the law of the Federal Republic of Germany to the exclusion of (i) the rules of private international law and (ii) the UN Convention on Contracts for the International Sale of Goods.
- e) If individual provisions in these terms of use should be or become ineffective, the effectiveness of the remaining provisions will not be affected by this. In this case the parties will agree an effective replacement provision which is as close as possible to the ineffective provision or the purpose intended with the ineffective provision. The same will apply if there is a gap in the contract.

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