

## **General Terms of Use for the Use of the APP**

The provider of the *K + G ControlCenter* APP (hereinafter referred to as "APP") is K + G Tectronic GmbH (hereinafter referred to as "K + G").

The use of the APP requires that you as a user agree to the following terms of use. Please read them carefully. By accepting these terms, a contract for the use of the software is concluded between you and K + G Tectronic GmbH, based in Eschweiler.

### **1. Scope**

The following terms of use apply in the respective version in addition to the general terms and conditions of K + G. These can be accessed via the following link: <https://kg-tectronic.de/redirect-k-g-controlcenter-terms-of-use/>

The terms of use also apply to all updates and programme supplements to the software provided by K + G for download, unless these are the subject of a separate agreement. In this case, the separate agreement of the respective update or programme supplement shall apply.

### **2. Technical requirements/cooperation**

A mobile device that fulfils certain system requirements is required to use the APP. K + G is not responsible for compliance with the system requirements. These are the sole responsibility of you as the user.

When using the software, the user must comply with the duties of care necessary for its use. In particular, he is obliged to regularly back up his data so that it can be restored in the event of loss.

### **3. Usage rights**

The use of certain content or functions of the APP may be subject to special conditions. The content offered via the APP is protected by copyright in favour of K + G. K + G makes these available exclusively for the user's own, non-commercial purposes. For the use of the services provided via the APP, the user acquires the simple, non-exclusive, non-transferable and time-limited right to use the APP and the content provided. The right of use authorises access to and searches in the mediated services as well as the transfer of individual search result or parts thereof into the user's documents.

Any use beyond this is excluded and requires the prior separate written consent of K + G. In particular, the content may not be changed, copied, republished, transmitted, distributed or stored without the consent of K + G.

It is not permitted to distribute or otherwise transfer the software to third parties (including renting, leasing or sub-licensing). It is also prohibited to modify, reverse engineer, decompile, disassemble or otherwise determine the source code of the software or parts thereof or to create derivative works of the software.

#### **4. Warranty/liability**

K + G accepts no liability for the availability, reliability, functionality or suitability of the APP for the purposes of the user, for the accuracy, up-to-dateness and completeness of the content provided with the APP and its selection. Nor does K + G guarantee that the APP or the content provided via the APP is compatible with the hardware and software of the user's mobile device. Furthermore, K + G does not guarantee that the content of the APP will be available at all times or at certain times without restriction or that it will fulfil certain performance and functional requirements.

Liability is excluded unless mandatory liability exists under the Product Liability Act (Produkthaftungsgesetz), due to wilful intent, gross negligence, injury to life, limb or health, due to the assumption of a guarantee of quality, due to fraudulent concealment of a defect or due to the breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of a contract and on whose compliance the contracting parties may regularly rely. Damages for breach of essential contractual obligations shall be limited to the foreseeable damage typical of the contract, unless caused by intent or gross negligence.

#### **5. Registration/data protection**

If access to the APP requires the user to register, the user is responsible for ensuring that their password is not accessible to third parties. The user assumes full responsibility for all actions carried out using their access data. The privacy policy of K + G applies, which can be accessed via the following link: <https://kg-tectronic.de/redirect-k-g-controlcenter-data-protection/>

#### **Error reports**

An error tool is used in the APP to receive error reports after a crash of the APP. The sending of error reports is activated by default. You can decide for yourself whether you want to deactivate the function. Further information on this can be found in the settings under Communication.

#### **Notifications**

The APP contains an inbox for notifications from K + G. The function is activated by default. You can decide for yourself whether you want to deactivate the function. Further information on this can be found under Settings > Communication > Receive notifications.

#### **6. Miscellaneous**

The substantive law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For users who are not consumers or who do not have an ordinary place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from or in connection with these Terms of Use is Aachen. Should individual provisions of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

As a user, you can terminate the use of the APP at any time. K + G reserves the right to amend and adapt the terms of use. As a user, you will be informed of this in an appropriate manner.