

## **Conditions of usage for products with Connected functionality via Wi-Fi radio standard**

### **1. Use of the Connected functionality**

- 1.1 For products with Connected functionality, we, REMS GmbH & Co KG, Stuttgarter Str. 83, 71332 Waiblingen, Deutschland, E-Mail: [info@rems.de](mailto:info@rems.de), offer our customers additional functionalities. These conditions govern the use of products with Connected functionality via Wi-Fi radio standard offered by us.
- 1.2 In order to use the Connected functionality, you must open a free user account in our Service Portal (<https://service.rems.de>) and register a product with Connected functionality.
- 1.3 When opening a user account, the user must provide especially the following mandatory data: E-mail address, password, company, title, first name and surname, street and house number, postcode, city, country and telephone number. Input errors can be corrected by the user at any time.
- 1.4 When registering a product with Connected functionality, the unique product ID is linked to the user account. When registering the product, the user must also confirm the validity of these conditions of usage, the acknowledgement of our data privacy information and the conclusion of an agreement for processing of data between the user and us. Different languages and especially the language in which these conditions of usage are written are available to the user for the use of the Connected functionality and for the conclusion of the contract.
- 1.5 Use of the Connected functionality requires a WLAN connection with Internet access for the respective product as well as Internet access via a mobile terminating device or a PC. Costs of the respective network provider may be incurred for the necessary data/internet connections. The users themselves are responsible for these costs.
- 1.6 The Connected functionality is used voluntarily subject to these conditions of usage. The validity of any terms of business terms of the user are hereby contradicted.
- 1.7 The information in the latest operating instructions of the respective product (see [www.rems.de](http://www.rems.de) → Downloads → Operating Instructions) must be observed on all accounts. In particular, the users themselves are responsible for observing the prevailing laws, standards and technical rules.
- 1.8 We grant the user a non-exclusive, non-transferable and non-sub-licensable right to use the software provided by us in the context of the Connected functionality. We restrict this right to the duration of provision of the Connected functionality. The user may only change, decompile and/or reproduce the licensed software within the framework of what is legally permitted.

### **2. Object of the Connected functionality**

- 2.1 Registered products with Connected functionality offer the user different, additional, product-dependent functionalities such as (according to details of the respective product description/operating instructions): Recording of measuring/pressing data or flushing/testing data, creation of reports with own company logo, display of error messages, configuration of the product, set-up of usage bars, geolocalisation of the pressing sites, conversion of voice recordings into editable text, uploading and storing of pictures, downloading and installation of firmware versions.
- 2.2 We offer the currently available Connected functionality free of charge. We reserve the right to modify, extend and/or discontinue the Connected functionality as well as to charge future fees for the use of individual functionalities (e.g. geolocalisation, voice recognition). The latter will always only be effected with the prior consent of the user as required. If this consent is not granted, we shall be entitled to deactivate the pertinent functionality for the user.
- 2.3 The firmware of the products with Connected functionality is subject to continuous further

development. When a new firmware version becomes available, these is loaded automatically onto registered products in the event of an Internet connection and is then ready for installation. The users themselves decide when the new firmware version is to be installed.

- 2.4 We are entitled, for the purposes of the offered functionality, to contract third parties and to pass on user data to them to the degree necessary – e.g. to use external cloud services. We refer you to the relevant explanations in our data privacy information.
- 2.5 We will take suitable measures to reliably ensure the technical availability of the Connected functionality. However, we give no express guarantee for constant availability. The users themselves are responsible for saving data to which they want permanent access, e.g. by downloading and archiving reports and audio files (voice notes) on their own data media.

### **3. Obligations of the user**

- 3.1 The user must enter true data in the registration. Any changes in their use data must be entered immediately in the Service Portal on the “Edit user data” page.
- 3.2 The users themselves are responsible for establishing the basic technical conditions (data link, terminating equipment) necessary for using the Connected functionality.
- 3.3 Access data (user name, password) must not be disclosed to third parties. The user has the possibility of granting rights to third parties for products with Connected functionality through the Service Portal so that these can access data and/or make settings via the Service Portal with regard to the product registered by the user. For this, it is essential that the third party concerned also has a user account in our Service Portal. The granted rights for third parties can be withdrawn by the user again at any time.
- 3.4 In the event of resale of a product registered for the Connected functionality, the user shall cancel the registration for the product concerned immediately. The buyer of the product concerned otherwise has no possibility to make his own registration of the product to use the Connected functionality. A FACTORY RESET should be performed additionally to erase the internal memory of the drive unit.
- 3.5 If the user notices faults or malfunctions when using the Connected functionality which could possibly lead to disadvantage or damage for the user, they will inform us immediately about this so that we can take suitable countermeasures.
- 3.6 The user is responsible for ensuring that their registered products do not violate these conditions of usage. This also applies in the event that the product is loaned to other persons.

### **4. Duration of use of the Connected functionality**

- 4.1 The user has the possibility to end usage of the Connected functionality for the products registered by them at any time by cancelling the registration. If the registration of a product with Connected functionality is cancelled, the granted rights for third parties as well as any voice recordings, if applicable, for this product are also deleted.
- 4.2 The user can delete their user account at any time via the Service Portal. Deletion of the user account cancels all assigned registrations of products with Connected functionality. Access to previous data and registered products is no longer possible after deletion of the user account.
- 4.3 The user has no entitlement to permanent continuation of the Connected functionality. We reserve the right to discontinue individual or all functionalities. We shall inform the users concerned accordingly in the event of a discontinuation of functionalities.
- 4.4 The right of both contract parties to terminate the contract without notice for cause remains unaffected.

## **5. Changes to the conditions of usage**

We reserve the right to change these conditions of usage. In case of changes to the conditions of usage, the user will be prompted to acknowledge and agree to the changed conditions of usage for use of the Connected functionality via the Service Portal. The latest version of the conditions of usage can be accessed at all times in the Service Portal. Insofar as changes to the conditions of usage lead to considerable disadvantage for the user, we shall inform the user by e-mail.

## **6. Liability, warranty**

6.1 The use of the Connected functionality does not affect the warranty regarding the registered product. Any defects of the Connected functionality do not constitute any deficiency of the registered product. Products with Connected functionality can also be used without using the Connected functionality. No data transfer takes place in this case.

6.2 We are liable according to legal provisions without restriction for damages based on a warranty or guarantee declared by us. We are also liable for damages arising from injury to life, body or health unless we were not responsible for the breach of duty, and for damages based on a breach of duty by us unless we did not commit the breach of duty with intent or gross negligence. Our mandatory liability in accordance with the product liability law remains unaffected. Apart from this, we are not liable for damage compensation due to defects or other breaches of duty. Excluded are damages that can be attributed to a culpable breach of essential contractual duties; in this case our liability is limited to the damages that we anticipated as a possible consequence of breach of duty on conclusion of the contract or should have anticipated considering the circumstances that we knew or must have known or ought to have foreseen

Breach of duty committed by our legal representatives, employees or vicarious agents is equivalent to a breach of obligations committed by us. All the aforementioned liability restrictions apply to the same extent in favour of our legal representatives, employees and vicarious agents.

6.4 Regarding the Connected functionalities offered by us free of charge, we shall provide no guarantee that all Connected functionalities (i) are available and fully usable in all countries and regions, (ii) can be used by the user trouble-free and with satisfactory quality, performance and accuracy at all times and (iii) are suitable for the user's purposes and fully meet the user's requirements as well as the regulatory specifications applicable in the respective country. We shall provide no guarantee for the functionality of the geolocalisation, especially for the successful determination of the pressing sites and their accuracy. We shall provide no guarantee regarding the voice recognition functionality for the accuracy of the voice recognition and its reproduction in text form.

We also point out that data transfer can be disturbed and/or data lost due to various reasons (operating errors, interruption of the network connection, malfunctioning of the integrated electronics, malfunctioning of the implemented services etc.).

## **7. Final Provisions**

7.1 The European Commission provides consumers with a platform for online dispute settlement which can be found under the Internet address <http://ec.europa.eu/consumers/odr/>. We are not prepared to participate in dispute settlement proceedings with a consumer arbitration board.

7.2 If the user of the Connected functionality is a merchant, a corporate body of public law or a public separate estate or has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for any disputes ensuing from the business relations subject to these conditions of usage is the seat of our company headquarters in 71332 Waiblingen, Germany. However, we are also entitled to take legal action against the user at the place of his registered office.

7.3 German law applies exclusively for the business relations subject to these conditions of usage with

exclusion of the reference regulations of the German international private law and with exclusion of the CISG.

- 7.4 If a term of these conditions of usage or other concluded agreements should be or become ineffective, the validity of the other conditions shall remain unaffected.