

Terms of use for the online portal my-sks.de

1 Scope

- 1.1 The following Terms of use apply for the usage of the online platform <https://www.my-sks.de> (hereafter **my sks**) provided by SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof, (hereafter SKS) to enable the licensing of products from the SKS IP portfolio (hereafter SKS IP products).
- 1.2 The usage of **my sks** exclusively follows these Terms of use and other related further terms of third parties. Contrary or deviating general terms and conditions, terms of use or other restrictions of the operator of an SKS IP product will not be part of the contract, unless SKS has explicitly consented to this special case before the contract was concluded or the related further terms of third parties correspond to these Terms and conditions or other restrictions of the actual case.

2 Object of performance

A Using the online portal my-sks.de

- 2.1 The user of the my-sks.de portal is offered the following services: Changing of customer data , purchasing, administration and an overview of various licenses for all SKS IP products operated by the user, access to invoices and cancelling licenses.
- 2.3 The usage of the online portal my-sks.de is free of charge for the user. Also free of charge are possible services carried out by SKS in the course of improvement or maintenance.
- 2.4 The online portal my-sks.de contains parts that underlie solely the regulations of these Terms of use (hereafter proprietary components) and parts which are licensed as so-called open source components (hereafter open source components). The open source components with their respective valid terms of use can be retrieved on <https://my-sks.de> by the customer: The user must comply with the valid terms of use of the open source components.

B Licensing

- 2.5 The performance specification provided at the time of concluding the contract is definitive for the scope of functions of the IP product after purchasing a license key. SKS do not owe any further commitment on top of that. The user must not conclude any such commitment from descriptions of the functions of the SKS IP product in public statements or in advertisements by SKS, by their employees or distribution partners. Additionally the General terms and conditions of the **my sks** portal shall apply.

3 Conclusion of the contract

Unless agreed upon differently the contract between SKS and the user is concluded by registration on my-sks.de. Further details on this are regulated in section 8 of these Terms of use.

4 Availability

- 4.1 SKS offers an extensive availability of the online platform my-sks.de and all necessary server performances needed for the operation of an SKS IP product on the part of SKS. Excluded are times during which the SKS servers are not accessible via the internet due to technical or other problems which cannot be influenced by SKS (force majeure, fault by third parties etc.) as well as times when routine maintenance work is carried out.
- 4.2 The liability of SKS for inaccessibility of the portal **my sks** or/and any other server performance on the part of SKS necessary for operating an SKS IP product through intent and gross negligence is hereby unaffected.

SKS reserves the right to restrict all access to server performances as long as this is necessary to secure the network operation, the maintenance of network operation - especially to avoid serious defects in the network, of the software application **my sks** or any data stored.

5 Liability

- 5.1 The liability of SKS, for whatever legal reason, is limited to the contractually foreseeable damage. This applies in particular if damage to the user is based on a breach of his contractual obligations according to these Terms of use.
- 5.2 This does not apply
- ✓ for breaching essential contractual obligations, i. e. contractual obligations the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the user regularly trusts and can trust (cardinal obligations),
 - ✓ for damages to body, life and health,
 - ✓ for intentional or grossly negligent breaches of duty by SKS, their legal representatives or vicarious agents,
 - ✓ for liability under the Product Liability Act and
 - ✓ for claims arising from guarantees.
- 5.3 The objection of contributory negligence remains unaffected for SKS.
- 5.4 For the period of limitation legal requirements apply.

6 Registration

- 6.1 To be able to use the functions offered on my-sks.de, registering and unblocking of the user account are necessary in the first place.
- 6.2 When creating a user account we ask for personal data from you (first name, last name, street, house number, post code, country). Apart from that the user must enter a valid e-mail address and chose a password. Furthermore the user must accept the General terms and conditions, the Terms of use, the Revocation policy and the Privacy statement for my-sks.de, to be able to use the functions offered.
- 6.3 Before the activation of the user account it is required to confirm the correctness of the specified e-mail address by clicking on a confirmation link in an e-mail sent by SKS to the e-mail account of the user.
- 6.4 Only natural, unlimitedly legally competent persons of age can be registered.
- 6.5 The user must keep his registration data top secret. In case the user suspects or gets to know that his registration data are known to an unauthorized third party, he must inform SKS or a third party authorized by SKS immediately.
- 6.6 SKS is authorized to consider each purchase of licenses carried out with the registration data of the user as a purchase by the user himself. The user himself is responsible for the use of his registration data and the use of my-sks.de.
- 6.7 The user may use his user account as long as it is unblocked by SKS or he himself demands to terminate his user account.

7 Right of use for the my-sks.de portal in respect to the open source components

- 7.1 The user has the right of use of the open source components in so far as described under section 2 in these Terms of use. Apart from that the terms of use of the open source components (downloadable from my-sks.de) apply.
- 7.2 The user may acquire further rights of use from the respective right holders, if he concludes license contracts with these under the conditions of the respective open source licenses. In this case the usage of the open source components is not accounted for in these terms of use but must comply with the open source licenses only.

8 Contractual period

- 8.1 The user himself determines the extent and time frame of using the online portal my-sks.de. The contractual period thus is always determined by the termination of the account or rather the deprivation of the right of use,

8.2 SKS is authorized to deprive the user the right of use,

- ✓ if the user violates the Terms of use,
- ✓ if SKS has a reasonable suspicion that the user uses his user account on my-sks.de to break the law or violate the rights of third parties,
- ✓ if SKS has a reasonable suspicion that the user is using his user account on my-sks.de with fraudulent intent or that this is being used by a third party with fraudulent intent,
- ✓ if SKS decide to no longer offer the online portal my-sks.de,
- ✓ if this is necessary due to a change of the legal requirements.

8.3 SKS deprives the user of the right of use of his user account on my-sks.de by blocking the user account, so that the user can no longer access his user account.

9 Proprietary rights on my-sks.de

9.1 The rights over the proprietary components of the licenses on my-sks.de, especially the copyright, the right of or over inventions as well as technical proprietary rights belong exclusively to SKS in the relation to the user. This also applies to processing of licenses by SKS or a distribution partner commissioned for this purpose.

9.2 The user is going to secure his login dates as well as the licenses assigned to him carefully to exclude abuse.

9.3 The user is not allowed to change or delete copyright marks, indicators and/or control numbers by SKS.

9.4 Apart from that the valid terms of use (downloadable from <https://my-sks.de>) do apply and must be complied with by the user.

9.5 All trademarks and logos used with respect to the online portal my-sks.de are legally protected. The user is not allowed to use trademarks or logos by SKS.

10 Termination of use

10.1 The user may at any time terminate the use of my-sks.de without notice. The termination can be communicated in writing (to SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof/Westerwald) or by e-Mail to widerruf@sks-kinkel.de. In this case your account will be blocked permanently and the user data entered will be deleted. Alternatively the customer may delete his user account by clicking on the button „Delete account“ on the page „Account“ on the portal my-sks.de.

10.2 Upon termination of the business relationship or termination of the online platform my-sks.de, the use of my-sks.de automatically ends.

11 Blocking the account

If you have informed us that another person has knowledge of your user-name and password or if we suspect abusive use of the online platform, we will block the access to your customer account and inform you about it. In this case you must register again.

12 Warranty

12.1 SKS do not guarantee that the online portal my-sks.de is protected against all possible threats, is faultless, free of interruptions or other failures, or that the functionality of the online portal meets the specific requirements of the user. The use of the Internet and software always involves dangers and risks that are beyond the control of SKS. SKS strives to minimize these dangers and risks for the user.

12.2 Due to the nature of the internet and computer systems, SKS can not guarantee the uninterrupted availability of the website.

12.3 The user can stop using the online portal my-sks.de at any time. Further claims of the user - in particular for compensation - are excluded.

12.4 Apart from that the statutory warranty provisions apply.

13 Privacy protection and privacy security

13.1 The personal data processed in the context of the use of the online portal my-sks.de are processed by SKS exclusively in accordance with the European and federal data protection regulations.

13.2 In addition, the Privacy statement of my-sks.de applies.

14 Concluding provisions

14.1 The online portal my-sks.de is provided in German and English, contract language is German.

14.2 German law applies excluding the UN sales law.

14.3 Place of jurisdiction to entrepreneurs is the registered office of SKS.