

## Terms of use for the operation of the products IP gateway II Family (300111) or IP gateway II Business (300112)

### 1 Scope

1.1 The following Terms of use apply to the operation of the IP gateway II Family or IP gateway II Business (hereafter IP gateway) manufactured by SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof, (hereafter referred to as SKS) for the purpose to enable

- a) the use of the software application my sks, with the help of which visual data transfer from the door station to a suitable mobile device as well as a bidirectional acoustic data transfer between the two devices can be established.
- b) the connection of compatible IP telephones as well as the connection of compatible IP telephony software products (so-called soft phones).

The services by SKS are provided exclusively on the basis of these Terms of use. Conflicting or deviating general terms and conditions or other restrictions by the operator of the IP gateway are not part of the contract.

1.2 Operators in the sense of these terms of use are usually entrepreneurs according to § 14 BGB.

### I. Operation of an IP gateway to enable the use of the my sks software app

### 2 Contractual object

2.1 The operator wants to enable those authorized to access a building to use the **my sks** software application or compatible third-party software or a compatible third-party device. The **my sks** software must be downloaded separately from the relevant sales platform (e.g. Apple Store or Google Play Store) and installed by those authorized to access. The operator is solely responsible for the qualification and provision of the aforementioned third-party components.

The products mentioned to connect with the IP gateway are not subject to these Terms of use.

2.2 The operator is solely responsible for the maintenance of the indoor station as well as the IP gateway II Family or Business. These Terms of use only specify the rights and obligations of the operator in connection with the operation of the IP gateway II Family or Business.

### 3 Operating the IP gateway

3.1 An IP gateway basically enables the use of the **my sks** software application by persons with authorized access. SKS offer to download the software application **my sks** for certain types of mobile devices specified in the product description via a sales platform. The compatibility of the software application with the respective mobile device depends on the service description of the **my sks** app.

The actual compatibility as well as the functionality and scope of services may vary depending on the end device and software versions, which is why SKS offer a free demo version of the app to assess compatibility before purchasing.

3.2 The authorized persons are responsible for downloading and installing the **my sks** software application. The terms of use and Privacy statement by SKS for the software application **my sks** apply here.

3.3 In order to be able to use the **my sks** software application, authorized users also need special registration data (user name and password). These are created by the operator from the license keys provided by SKS for this purpose and passed on to the authorized persons. The number of license keys received by the operator depends on his specific contractual agreement with SKS

3.4 The initial setup and operating the IP gateway is the sole responsibility of the operator.

### 4 General obligations of the operator

4.1 The operator has to find out about the essential features of the IP gateway, the associated software application **my sks** and compatible third-party products and bears the risk of whether these meet his wishes and needs. On questions of doubt he has obtained advice from SKS employees or from a competent third party before concluding the contract.

- 4.2 It is the sole responsibility of the operator to set up a functional hardware and software environment that is adequately dimensioned, also taking into account the additional load caused by the IP gateway. .
- 4.3 The operator complies with these Terms of use for the operation of the IP gateway as well as the Terms of use of the software application **my sks**.

## 5 Obligations when operating an IP gateway

- 5.1 The operation of an IP gateway for the purpose of enabling the use of the **my sks** software application by authorized persons is associated with fundamental dangers and risks that are beyond the control of SKS. The operator must exhaust all possibilities within his sphere of influence in order to minimize the dangers and risks for those authorized to access. In particular, he has to follow the legal requirements for data protection and data security.
- 5.2 The operator must keep the IP gateway safe by taking sufficient technical and organizational measures and protecting it from access by unauthorized third parties.
- 5.3 The operator must design the hardware and software environment in such a way that unauthorized third parties cannot access the IP gateway (e.g. locked room, firewall, virus protection).

## 6 Obligations while creating and passing on registration data

- 6.1 The use of the **my sks** software application as well as third-party devices and software products is only possible with valid registration data. When creating this registration data, the operator is obliged to comply with the following provisions:
- 6.2. The user names have to consist of at least 8 characters and must not contain
- a) the first or last names of the persons authorised to access,
  - b) the address of the building,
  - c) the floor of the person authorised to access or
  - d) the room number of the person authorised to access .
- 6.3 The passwords used must be changed every 3 months and
- a) must not contain the first or last names of the persons authorised to access or more than 2 characters, that are contained in a row in the full name of the person authorised to access,
  - b) must consist of at least 8 characters and
  - c) must contain characters from 3 of the following categories:
    - ✓ Capital letters (A to Z)
    - ✓ Lowercase letters (a to z)
    - ✓ Numbers smaller than 10 (0 to 9)
    - ✓ Non-alphabetical characters (e. g. !, \$, #, %)
- 6.4 If unauthorized access to the information by a third party is suspected, the operator is obliged to immediately change the registration data.

## II. Support services

### 7 Contractual object

- 7.1 If required and expressly commissioned by the operator, SKS provides additional IT support services (advisory and support services) with regard to the operation of the IP gateway. The operator is responsible for success.
- 7.2. SKS begins work to restore operational readiness immediately (response time) after receipt of the fault report (within service hours Monday to Thursday 7:30 a.m. to 4:30 p.m. as well as Friday from 7:30 a.m. to 1:00 p.m.).

## 8 Remote maintenance

- 8.1 SKS provide IT support services exclusively by means of remote maintenance. The operator and SKS each bear their own connection costs to the Internet.
- 8.2 Remote access to the operator is required to carry out remote maintenance. The technical equipment required by both sides must be provided by the operator.
- 8.3 The operator must ensure that the data protection requirements are complied with. Remote maintenance is usually carried out as data processing on behalf of Art. 28 GDPR. The operator is responsible for the permissibility of remote maintenance under data protection law.
- 8.4 A separate remote maintenance contract is concluded between SKS and the operator for remote maintenance. This can be viewed on the my-sks.de portal after registering the product or requested electronically from SKS (support@sks-kinkel.de).

## 9 General obligations of the operator

- 9.1 The operator must describe any errors or application problems as precisely as possible. When eliminating errors, he adheres to the instructions and recommendations by SKS.
- 9.2 The operator must adequately protect his data and IT systems through suitable organizational and technical precautions such as virus scanners, firewalls and passwords. The operator is solely responsible for an up-to-date data backup in an appropriate form. This backup must also guarantee a timely and economically sensible restoration of the data.
- 9.3 In case SKS learn security-relevant passwords in the course of remote maintenance, the operator must change them immediately after the remote maintenance has ended.

## III. General provisions

### 10 Contract term

The contract term is based on the respective contractual agreement between SKS and the operator.

### 11 Liability

- 11.1 The liability of SKS, regardless of the legal basis, is limited to the foreseeable damage typical of the contract. This applies in particular if damage to the operator is based on a breach of his contractual obligations under these provisions.
- 11.2 This does not apply to the breach of essential contractual obligations, i. e. contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the operator regularly trusts and may rely (cardinal obligations), to damage to body, life and health, for willful or grossly negligent breaches of duty by SKS, their legal representatives or vicarious agents, for liability under the Product Liability Act or for claims arising from guarantees.
- 11.3 For the period of limitation legal requirements apply.
- 11.4 The objection of contributory negligence remains unaffected for SKS.

### 12 Accessibility

- 12.1 SKS guarantee that the IP gateway is accessible to a large extent. This does not include times when the SKS servers cannot be accessed via the Internet due to technical or other problems that are beyond SKS's control (force majeure, fault of third parties, etc.) and times when routine maintenance work is carried out become.
- 12.2 The liability of SKS for the inaccessibility of the IP gateway in the event of intent or gross negligence remains unaffected. SKS can restrict the access to the IP gateway if the security of the network operation, the maintenance of the network integrity - in particular the avoidance of serious disruptions to the network, the IP gateway or stored data - so require.

### 13 Privacy

- 13.1 Compliance with the legal requirements for data protection and data security is the sole responsibility of the operator. He is in particular responsible for taking all suitable technical and organizational measures to protect personal data.
- 13.2 If SKS collects, processes or uses personal data on behalf of the operator, SKS will conclude a contract with the operator within the meaning of Art. 28 GDPR. The operator is solely responsible for entering into such a contract.

### 14 Concluding provisions

- 14.1 Contract language is German.
- 14.2 Place of jurisdiction to entrepreneurs is the registered office of SKS.