

Terms of use for the software application my sks

1 Scope

- 1.1 The following terms of use apply to downloading, installing and using the **my sks** software application (hereafter referred to as software application or **my sks** app) offered by SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof (hereafter referred to as SKS).
- 1.2 The services provided by SKS are provided exclusively on the basis of these terms of use and other provisions of third parties referred to. Conflicting or deviating general terms and conditions, terms of use or other restrictions of the user of the **my sks** app do not become part of the contract, unless SKS has expressly agreed to these in individual cases prior to the conclusion of the contract or the further provisions of third parties referred to agree with these terms of use or other specific restrictions user case.

2 Contractual object

- 2.1 The software application offered by SKS enables visual data transmission from an SKS front door station to a suitable mobile device and bidirectional acoustic data transmission between these two devices. SKS offers the software application **my sks** for certain mobile devices, which are not specified in the product description, for downloading via a sales platform. The iOS app **my sks** has been optimized for devices from iOS version 11.0 (iPhone, iPad, iPad Pro), the Android app was developed for devices from software version Android 6.0 („Marshmallow“). Actual compatibility as well as functionality and scope of services may vary depending on the device, which is why SKS offer a free demo version of the app to assess the compatibility before purchase.
- 2.2 In addition to transferring data the **my sks** app can also be used to release commands and suitable hardware can be controlled.
- 2.3 For the quality of the software application provided by SKS, the service description available at the time the contract is concluded is ultimately relevant. SKS do not owe any further quality. Such an obligation may not be derived by the user from other representations of the my sks app in public statements or in advertising by SKS, its employees or sales partners.
- 2.4 SKS regularly provides the user with repair or maintenance services and, for this purpose, provides additions (e.g. patches, applications, information) or a new edition of the software application (e.g. update, upgrade) to replace the previously provided software application. The user is solely responsible for downloading and installing such services. SKS is not liable for damage caused by late downloading and installing updates/upgrades.
- 2.5 Downloading, installing and using the **my sks** app are free for the user. Services provided by SKS as part of repair or maintenance are also free of charge.
- 2.6 Downloading, installing and using the **my sks** app are only permitted if the user possesses valid registration data for the use. These can be communicated to the user by SKS or a third party authorized by SKS.
- 2.7 The **my sks** app contains components that are exclusively subject to the provisions of these terms of use (hereafter proprietary components) and components that are licensed as so-called open source software (hereafter open source components). The user can access the open source components with the applicable usage rights provisions at <https://my-SKS.de>. The user must strictly comply with the provisions applicable to the open source components.

3 Conclusion of the contract

- 3.1 Unless otherwise agreed, the contract between SKS and the user is concluded via a sales platform for software applications (e. g. Apple Store or Google Play Store). If a customer account is needed for the use of the respective sales platform, its general terms and conditions apply.
- 3.2 The presentation of the services on the sales platform does not represent a legally binding offer from SKS to the user. Only after entering the required data and clicking the button „Load/Install“ does the user make a legally binding contract offer with regards to the use of the **my sks** app towards SKS.
- 3.3 Before clicking on the “Download” button, the user can continuously correct all entries using the usual keyboard and screen functions.

3.4 A contract for the use of the **my sks** app is concluded at the time the software application is provided or when the download process is completed.

3.5 The text of the contract including the terms of use valid at the time of the conclusion of the contract is not saved by SKS and is therefore no longer accessible to the user in this version. Before the download, however, the user has the option of open up the terms of use and saving them in a reproducible form. Additionally, the user may open up the current terms of use in the user interface of the **my sks** app under the menu item "Terms of use" at any time.

4 Right of revocation

You have the right to revoke this contract within fourteen (14) days without giving any reason.

The revocation period is fourteen (14) days starting on the day the contract is concluded.

To exercise your right of revocation you must inform us, SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof/Westerwald, tel: +49 2661 98088-0, fax: +49 2661 98088-200, e-mail: info@sks-kinkel.de, about your decision to revoke this contract by means of an explicit statement (i. e. a letter sent by post, fax or e-mail). You may use the enclosed template of a revocation form, which, however, is not mandatory.

To comply with the revocation period it is sufficient to send off your notification of exercising your right of revocation before the revocation period ends.

Consequences of revocation

If you revoke this contract we must refund all payments received by you, including the delivery costs (excluding additional costs resulting from your choice of a different way of delivery than the most favourable standard one offered by us) immediately and at the latest fourteen days past the day your notification of the revocation was received by us. For this refund we use the same means of payment you used during the original transaction, unless we have expressly agreed upon a different way; on no account we will charge you any fees for the refund.

Muster-Widerrufsformular

(If you want to revoke the contract, please fill in this form and send it back.)

To

SKS-Kinkel Elektronik GmbH

Im Industriegebiet 9

56472 Hof

e-mail: widerruf@sks-kinkel.de

fax: 0049-2661-98088200

Hereby I/we (*) revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the following service(es) (*) Ordered on (*)/received on(*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notifications on paper)

Date (*)

Delete as appropriate.

Special information

Your right of revocation with regard to the contractual digital content expires prematurely if we have started to execute the contract after you have expressly agreed that we will begin to execute the contract before the withdrawal period has expired and you have confirmed your knowledge that you lose your right of withdrawal by giving your consent at the beginning of the execution of the contract.

5 Registration

- 5.1 The user is obliged to keep his registration data strictly confidential. If the user suspects or becomes aware that his registration data is known to an unauthorized third party, he must inform SKS or a third party authorized by SKS immediately.
- 5.2 SKS is entitled to evaluate every use of the **my sks** app with the user's registration data as use of the user himself. The user is responsible for the use of his registration data and the use of the **my sks** app.

6 Usage Rights Regarding the Proprietary Components

- 6.1 SKS grants the user a simple, non-exclusive right to use the **my sks** app, limited to the duration of the concluded contract which is not transferable to third parties. The right of use includes the installation of the **my sks** app on one or more mobile devices (smartphone, tablet).
- 6.2 Duplications or backup copies of the **my sks** app are not permitted. However, if the installation program is lost, the user has the option during the term of the contract to download it again at any time via his user account on the respective sales platform.
- 6.3 If SKS provide the user with additions (e. g. patches, applications, information) or a new edition of the software application (e. g. update, upgrade) that replaces the previously provided software application, these are subject to the provisions of these Terms of use.

7 Usage Rights Regarding the Open Source Components

- 7.1 The user is entitled to use the open source components to the extent described in Section 6 of these Terms of Use. In addition, the terms of use of the open source components apply, which can be accessed at <https://my-SKS.de>.
- 7.2 The user can acquire further usage rights to the open source components from the respective rights holders if he concludes license agreements with these under the conditions of the respective open source licenses. In this case, the use of the open source components is not covered by these Terms of use, but is based solely on the respective open source licenses.

8 The user's obligations to cooperate and inform

- 8.1 The user has informed himself about the essential functional features of the **my sks** app and tested in the demo version and bears the risk of whether it corresponds to his wishes and needs. He consulted SKS employees or a competent third party about any doubts and questions that might have existed before concluding the contract.
- 8.2 It is the sole responsibility of the user to set up a functional hardware and software environment that is adequately dimensioned, also taking into account the additional load caused by the software application. Any costs incurring during downloading, installation and use of the software application must be borne by the user.
- 8.3 The user takes reasonable precautions for the event that the software application does not work properly in whole or in part.
- 8.4 The user bears disadvantages and additional costs from a breach of these obligations.

9 Protection of the software application

- 9.1 In the relation to the user the rights to the proprietary components of the **my sks** app, in particular the copyright, the rights to or in inventions as well as technical property rights belong exclusively to SKS. This also applies to editing of the software application by SKS or a sales partner commissioned for this purpose.
- 9.2 The user will carefully secure the provided software application in order to prevent misuse
- 9.3 The user is not permitted to change or remove copyright notices, labels and/or control numbers from SKS.
- 9.4 Apart from that the valid Terms of use of the open source components used apply, which can be accessed at <https://my-SKS.de>, and which the user must strictly comply with.

10 Contract term

- 10.1 Unless otherwise agreed, the contract is concluded for an indefinite period. However, the user can uninstall the **my sks** app at any time and remove it from his mobile device.
- 10.2 The user is obliged to uninstall and delete the **my sks** app as soon as he no longer has registration data which is necessary and valid for its use.
- 10.3 SKS is entitled to withdraw the user's usage right,
- ✓ if the user violates these terms of use
 - ✓ if SKS has a reasonable suspicion that the user is using the software application to break the law or to violate the rights of third parties
 - ✓ if SKS has a reasonable suspicion that the user is using the software application with fraudulent intent or that it is being used by a third party with fraudulent intent
 - ✓ if SKS decide to no longer offer the **my sks** app
 - ✓ if this is necessary due to a change in the legal situation
- 10.4 SKS withdraws the user's usage right in such a way that the user is no longer able to access the my sks app.
- 10.5 In such a case, the user loses all usage rights and authorizations to use the **my sks** app with immediate effect. The user must immediately cease usage and remove the software application from all mobile devices.

11 Accessibility

- 11.1 SKS guarantees that the my sks app can be reached 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.
- 11.2 The liability of SKS for the inaccessibility of the **my sks** app in the event of intent or gross negligence remains unaffected. SKS can restrict the access to the **my sks** app if the security of the network operation, the maintenance of the network integrity - in particular the avoidance of serious disruptions to the network, the software application or stored data - so require.

12 Warranty

- 12.1 SKS do not guarantee that the software application is protected against all possible threats, that it is free of errors, free of interruptions or other failures, or that the software application meets the specific requirements of the user. The use of the Internet and software is always associated with dangers and risks that are beyond the control of SKS. SKS endeavour to minimize these dangers and risks for the user.
- 12.2 SKS warrants the agreed quality of the **my sks** app in accordance with the current service description and that the use by the user within the contractual scope does not conflict with any third-party rights. However, due to the nature of the internet and computer systems (including the hardware suitable for using the **my sks** app), SKS do not guarantee the uninterrupted availability of the functions of the **my sks** app. Without a special agreement, the guarantee is valid only within the country where SKS has its registered office.
- 12.3 In the event of quality defects, SKS initially provide a guarantee through supplementary performance. For this purpose, SKS provide the user with a new and software application free of fault or removes the defect. Removal of defects is also deemed if SKS show the user reasonable options for avoiding the effects of the defect.
- 12.4 In the event of legal defects, SKS firstly provide a guarantee through supplementary performance. For this purpose, SKS provide the user with a legally flawless option to use the **my sks** app or with a replaced or changed equivalent software application.
- 12.5 The user is obliged to accept the new software application if the contractual scope of functions is retained and the acceptance does not lead to significant disadvantages.
- 12.6 The user can withdraw from the contract at any time and uninstall the software application and stop using it. Further claims of the user - especially for damages - are excluded.
- 12.7 Apart from that the statutory warranty regulations apply.

13 Liability

13.1 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

13.2 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.

13.3 The objection of contributory negligence remains unaffected for SKS.

13.4 For the period of limitation legal requirements apply.

14 Data protection and data safety

14.1 The personal data collected when using the **my sks** app is processed by SKS exclusively in accordance with European and federal data protection regulations.

14.2 Apart from that the Privacy statement of the **my sks** app applies.

15 Final provisions

15.1 Contract language is German.

15.2 German law applies excluding the UN sales law. Mandatory provisions of the state in which the user has his habitual residence remain unaffected by this regulation.

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