

General terms and conditions for the online portal my-sks.de

1 Scope

- 1.1 The following General terms and conditions (hereafter GTC) are valid for all orders of licenses for products of the SKS IP portfolio (hereafter SKS IP product) to SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof, Tel: 02661-98088102, Fax: 02661-98088200, E-Mail: info@sks-kinkel.de (hereafter SKS) placed by customers on the online portal <https://my-sks.de> (hereafter **my sks**) and shall be part of any purchase agreements concluded hereupon. Licensing is carried out by purchasing an electronic key, that opens up further functions for various IP devices to the customer.
- 1.2 Consumer in the sense of these GTC is any natural person who concludes a legal transaction for a purpose which can neither be attributed to his commercial nor his self-employed professional activities. An entrepreneur in the sense of these GTC is a natural or legal person or a judicable partnership acting commercially or self-employed professionally when concluding a legal agreement.
- 1.3 All consignments and services by SKS are performed solely on the ground of these GTC and the Special terms of use connected with them. These are part of all agreements concluded by SKS with the customer on the contractual objects and services offered. This is also true in case that their validity is not agreed upon again separately.
- 1.4 Any opposing or deviating general terms or other restrictions of the customer shall not be part of the contract unless SKS have expressly consented in writing to their validity in this particular case.

2 Object of performance

- 2.1 The product descriptions contained in the online portal **my sks** do not represent a binding offer by SKS for the customer, but are meant to serve to submitting a binding offer by the customer.
- 2.2 The customer may submit his offer towards the vendor only as a registered user via the order function on the online portal **my sks** .

After entering the necessary data the customer himself submits a legally binding contract offer towards SKS regarding the license(s) he has selected for his SKS IP product by clicking on the „order“ button in the concluding step of the order process.
- 2.3 Object of performance is solely the liabilities described in these GTC. Ensuring the operation or playing in or applying the licenses to certain clients or other services exceeding this agreement are explicitly not object of the contract.

3 Conclusion of the contract

- 3.1 The online portal my-sks.de is provided in German and English, the contract language is German.
- 3.2 Before placing a binding order via the vendor's online order function the customer can detect possible typing errors by carefully checking the information displayed on screen. The customer may correct his input in the course of the ordering process using the normal keyboard and mouse functions until he clicks on the button completing the order process.
- 3.3 The vendor can accept the customer's offer by delivering the ordered licenses, here the arrival of the licenses in the customer's overview of his licenses on the online portal **my sks** is substantial.
- 3.4 The contractual period starts at the time of delivery. This is either selected by the customer during the ordering process or by the type of license. For licenses that are limited in time the customer has the possibility to automatically renew it for the same time span by ticking the box „Automatically renew license“ unless the customer objects in writing to SKS to renewing the license at least a fortnight before the contract expires. Here it is sufficient to change the settings accordingly to object in the online account.
- 3.5 When submitting an offer via the online ordering function on my-sks.de the contract text is filed on the my-sks.de portal site and can be retrieved free of charge from the password-protected customer account using the respective login dates. Additionally it is also sent to the customer in writing (e. g. e-mail).

- 3.6 The GTC valid at the time of concluding the contract are not filed by SKS and thus will not be accessible for the customer afterwards. The customer may however retrieve the GTC during the ordering process and save them in a reproducible way.
- 3.7 The handling of the order and contacting are usually done by e-mail or in an automated way. The customer must make sure that the e-mail address provided by him for the ordering process is correct, so that the e-mails sent to this address by the vendor can be received. Especially when using SPAM filters the customer needs to assure that all e-mails sent by the vendor or third parties assigned to do so by him can be delivered.
- 3.8 The customer must also ensure that the IP device selected during the ordering process is the very device he wants to purchase (a) license(s) for, so that the license(s) is/are delivered to the correct SKS IP product and thus the right flat/residential estate.
- 3.9 SKS are not subjected to special codes of conduct not mentioned herein.
- 3.10 The right to immediately terminate the contract on serious grounds shall not be prejudiced. This is especially the case when:
- ✓ the customer is longer than two months in arrears with payment,
 - ✓ the customer repeatedly violates the regulations of these GTC,
 - ✓ an application to open insolvency has been filed against the customer or was rejected for lack of assets.

4 Prices and terms of payment

- 4.1 The prices stated at the day of the order are applicably and are inclusive of value added tax.
- 4.2 Discounts in any way are not granted.
- 4.3 Unless agreed upon especially all payments of invoices must be made using the payment function on my-sks.de. In doing so the customer agrees to change to the website of the payment service provider Billomat. Here the customer may pay by credit card (Mastercard or Visa), Paypal or Paydirekt.
- 4.4 Invoices are due to be paid right after receipt of the invoice and without deduction.
- 4.5 Payments must be made in advance for the respective period agreed upon and the following renewals hereafter. The duration of the respective period and the following renewals are selected by the customer when submitting his offer via the ordering function.
- 4.6 A payment shall apply as effected only when the amount is unconditionally at SKS' disposal.
- 4.7 The customer agrees to accept the invoice billed by SKS in a digital form (by e-mail).
- 4.8 If the customer comes into arrears with payments, SKS is entitled to deny the customer any deliveries due and to disable the account. The customer comes into arrears with payment within 10 days. In such a case SKS will give notice in a timely manner before disabling the account, setting a time limit to pay off the arrears.
- Independent of the means of payment the customer must bear all costs incurring because of non-redemption or chargeback of a debit/payment due to insufficient funds. These are especially fees charged by the bank as well as the costs of notification.
- 4.9 Holding back payments because or the set-off of counter claims by the customer are only permitted, if these counter claims are undisputed or declared legally binding.

5 Changing the object of performance and availability

- 5.1 SKS reserves the right to increase, change or limit functions as long as this serves the technical progress, or is necessary to avoid abuse or SKS is liable to do so due to legal requirements. Unless this change of the scope of functions limits the customer insignificantly he has the right to change tariff or terminate the contract.
- 5.2 SKS ensures an extensive availability of the online portal my-sks.de. 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.
- 5.3 The liability of SKS for inaccessibility of the portal **my sks** through intent and gross negligence is hereby unaffected.

- 5.4 SKS cannot be held responsible for delay in delivery and service, even in case fixed dates have been agreed upon, due to incidents, that complicate delivery significantly or make it impossible – these include breakdowns also arising at a later time, strikes, lockouts, administrative orders etc., even if they affect suppliers or subcontractors of SKS. They authorize SKS to delay the delivery or service by the duration of the impairment plus a reasonable start-up period or to withdraw from the contract fully or in part due to the not yet fulfilled part.
- 5.5 In case the impairment takes longer than three months, the other contract party is allowed to withdraw from the contract with regard to the not yet fulfilled part. Compensation is excluded.
- 5.6 If SKS renders a service in troubleshooting or correction without being liable to do so, SKS can demand a remuneration according to the usual rates. This is particularly applicable when a fault cannot be verified or attributed to SKS. Remuneration must also be paid for the additional expense by SKS resulting from the customer neglecting his duties.

6 Right of revocation for the consumer

Revocation

As a consumer you have the right to revoke a 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.

Exclusion or rather premature expiration of the right of revocation

The right of revocation expires for contracts for the delivery of digital content not on a physical medium even if the entrepreneur has started to execute the contract after the consumer has expressly agreed to the entrepreneur starting the execution of the contract before the end of the revocation period and has confirmed to be aware that by agreeing he loses his right of revocation at the time the execution of the contract is started.

- End -

Template revocation form

(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.

7 Liability

7.1 The liability of SKS, for whatever legal reason, is limited to the contractually foreseeable damage.

7.2 This does not apply

- ✓ for breach of essential contractual obligations, i. e. contractual obligations the fulfilment of which enables the proper execution of the contract in the first place and on whose observance the user regularly trusts and may trust,
- ✓ for damage to body, life and health,
- ✓ for intentional or grossly negligent breaches of duty by SKS, its legal representatives or vicarious agents,
- ✓ for liability under the Product Liability Act and for claims under guarantees.

7.3 SKS serves the right to object of contributory negligence.

7.3 The limitation period complies with the legal requirements.

8 Retention of title

8.1 The objects of performance shall remain in the property of SKS until complete payment of all claims including accessory claims and claims for compensation have been effected.

8.2 The customer hereby assigns any claims, including accessory claims, of the customer against third parties arising from resale or any other legal ground to SKS for collateralisation, even insofar as the reserved goods are processed or installed. In the latter case the said assignment comprises the value of the reserved goods in proportion to that of the goods as a whole.

8.3 As long as the customer meets his payment obligations towards SKS, he is authorized to collect the claims assigned to SKS on behalf of SKS in his own name. At the request of SKS, the customer will inform about the status of the assigned claims at any time. SKS accept the assignment of claims.

9 Rights of use

9.1 SKS grants the user a simple, non-exclusive right to use the purchased licenses, limited to the duration of the concluded contract and not transferable to third parties. The right of use includes the use of the license exclusively for the selected SKS IP product. A transfer of the license to other SKS IP products is not possible.

9.2 Copies or backups of the licenses are not permitted. However, if the license gets lost during the term of the contract, the user has the option to download the license again from his user account at my-sks.de at any time.

9.3 The contract period of a license depends on the respective SKS IP product and is determined by the user for temporary licenses. The user can delete the purchased licenses again at any time.

9.4 Furthermore the license also terminates if SKS withdraws the user's authorization to use the license according to the Special terms of use or if SKS deprives the user of his rights of use,

- ✓ if SKS has a reasonable suspicion that the user uses (an) acquired license(s) to break the law or violate the rights of third parties,
- ✓ if SKS has a reasonable suspicion that the user is fraudulently using (an) acquired license(s) or if it/they is/are fraudulently used by a third party,
- ✓ in case SKS decide to no longer offer the licensing model,
- ✓ if this is necessary due to a change of legal situation.

- 9.5 SKS deprive the user of his rights of use in that the user no longer has access to the additional functionalities of the SKS IP product facilitated by the license. In such a case, the user loses all rights of use and authorizations to use the additional functionalities of the SKS IP product with immediate effect. The user has to cease using the license(s) immediately.

10 Privacy and confidentiality

- 10.1 The customer and SKS are obligated to treat all confidential information within the framework of the contractual relationship confidentially for an unlimited time. The recipient of confidential information is in particular prohibited making confidential information available to third parties or from allowing third parties access to it.
- 10.2 Confidential information in the sense of these regulations are information, documents, details and data that are named as such or that have to be considered as confidential by their nature.
- 10.3 The personal data processed in the context of using **my sks** are processed by SKS exclusively in accordance with the European and federal data protection regulations.
- 10.4 Additionally the Privacy statement, retrievable under the menu point Privacy, of **my sks** shall apply.

11 Final clauses

- 11.1 Place of performance is the place of business of SKS.
- 11.2 If the customer is an entrepreneur, merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction is the registered office of SKS.
- 11.3 German law applies exclusively, excluding the provisions of the UN Sales Convention.
- 11.4 Should a provision of this contract be or become ineffective, contain an inadmissible time limit or a gap, the legal validity of the remaining provisions remains unaffected.