

Movement by Perfection



The Royal League in ventilation, control and drive technology

# Terms of use

## ZAmoN App

August 2019





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## Terms of use for ZAMon App of ZIEHL-ABEGG SE

ZIEHL-ABEGG SE, Heinz-Ziehl-Straße, 74653 Künzelsau (hereinafter „ZIEHL-ABEGG“) provides the ZAMon App (hereinafter referred to as “App”) to you free of charge for installation and use. These terms of use shall apply between you as the user of the App and ZIEHL-ABEGG as the operator of the App. Neither the app store operator nor its associated enterprises shall become a party to the Licence Agreement. However, the app store operator is entitled to meet its obligations to you under this Licence Agreement.

When you have downloaded the App from the app store or the ZIEHL-ABEGG Homepage, these Terms of Use will become the binding contractual basis governing the use of the App.

### 1. Ownership of the App and copyright law

The App is protected by copyright laws and other intellectual property laws. Title to this App and any intellectual property rights to the App will at all times remain with ZIEHL-ABEGG.

As far as the App contains open source software (hereinafter referred to as „OSS“) the OSS is listed in the legal info section of the App. You are entitled to use the OSS in accordance with the respective license conditions of the OSS. The license conditions of the respective OSS shall prevail over section 2 of this Terms of Use with respect to the use of the OSS.

You shall not copy or distribute the App or otherwise make it available to third parties (including renting, leasing, making a loan of or sublicensing the App). You are not entitled to modify, reverse engineer, decompile or disassemble the program code of the App or any part thereof, nor to otherwise determine the source code or create works derived from said source code. The provisions under Sections 69(d) and 69(e) German Copyright Act (UrhG) shall remain unaffected by this.

You shall not remove, obscure, or alter any copyright notices, trademarks or any other property markings that may be affixed to or contained within the App.

### 2. Right of use

By downloading the App ZIEHL-ABEGG grants you a non-exclusive and non-transferable right to use the App free of charge, in conjunction with a device you own or have in your possession, and on which the software can be run in accordance with the system requirements that can be viewed in the app store before concluding these Terms of Use.

This license is valid until termination by you or ZIEHL-ABEGG. Your right to use this App ends immediately if you violate any provision of these Terms of Use. Upon termination, you must discontinue all use of the App and immediately destroy all copies.

The App is being continuously developed and new functions and services that go beyond the scope of the free basic version of the App shall therefore be offered on a periodic basis. Additional functions and services within the App may become subject to a charge or become subject to a charge at a later date. In this instance, ZIEHL-ABEGG shall communicate the relevant prices and features to you in advance.

These Terms of Use shall also apply to all updates / upgrades and plug-ins for the App made available for download through the app store by ZIEHL-ABEGG, unless such updates / upgrades and plug-ins for the App are the subject of separate Terms of Use. In this case, solely those provisions specified within the Terms of Use relevant to the respective updates/upgrades and plug-ins shall apply.

### 3. Duty to Cooperate

You are required to exercise the due care necessary for proper use of the App and to take reasonable measures to check the results generated by the software before applying them.

You hereby give your consent for updates which do not objectively put you in a less advantageous position vis-à-vis the service agreed upon when entering into these Terms of Use and which do not clearly deviate from said service, such as security updates and new and improved functions and updates for troubleshooting, to be installed automatically depending on the settings of your operating system. The approval for updates of the App is managed by the operating system of your mobile device, the rules and settings of your operating system apply.

If you have acquired the App as an entrepreneur within the meaning of Section 14 German Civil Code (BGB), you must examine the product and notify ZIEHL-ABEGG of any defects in accordance with Section 377 German Commercial Code (HGB).



In the event that you temporarily transfer the device on which the App is installed to a third party, you remain responsible for ensuring that the provisions of these Terms of Use are complied with. Any other transfer of your rights of use requires our explicit consent.

You undertake vis-à-vis ZIEHL-ABEGG to only use the App for purposes that do not violate these Terms of Use or any other applicable laws, or infringe upon the rights of third parties. If you allow another person to use the App on your mobile end device, you have a duty of care to make them aware of the Terms of Use and to take reasonable measures to ensure that these are complied with. ZIEHL-ABEGG is entitled to block your access to the application if you violate your obligations under these Terms of Use.

Prerequisite for the use of the App are

- an adapter ZAMon STICK with Bluetooth® wireless technology for ZIEHL-ABEGG frequency inverter type ZAdyn and recuperation units type ZAreC as well as a functioning Bluetooth Low Energie (BLE) connection with the mobile device.

Please note that the use of certain functions within the App requires an existing data connection to your mobile device and the use of these functions will establish such a connection.

#### 4. No Warranty and Limited Liability

The Free of charge App is provided to you on an „As-is“ and “As available” basis, without any maintenance services. ZIEHL-ABEGG shall correct errors at its own discretion by supplying an update in which the error has been remedied.

ZIEHL-ABEGG and the provider of the online marketplace where the Free of charge App has been offered make no warranties of any kind, including any implied warranty of merchantability or fitness for any particular purpose, nonexistence of defects, or against infringement, with respect to the Free of charge App provided under and pursuant to this Agreement.

The information contained in the App may include specifications or general descriptions of technical possibilities of products, which may not always be valid in every case. Therefore, the desired performance characteristics of products must be agreed upon purchase in every individual case.

ZIEHL-ABEGG shall only be liable for material defects and defects of title, regardless of the legal basis, if ZIEHL-ABEGG has fraudulently concealed the material defect or defect of title in question.

Otherwise, ZIEHL-ABEGG, its legal representatives and its vicarious agents shall only be liable to provide compensation for loss or damage that has occurred on the basis of the free-of-charge provision of the software where deliberate or grossly negligent conduct has taken place or in the event that culpable loss or damage has been caused by loss of life, bodily injury or damage to health. Claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by this.

The claim for damages for the breach of material contractual obligations shall, however, be limited to the foreseeable damage typically occurring under this type of contract, unless one of the before mentioned cases exists. Any loss or damage that results from the use of the App on devices with full administrative access (e.g. Jailbreaking) is considered unforeseeable.

Insofar as ZIEHL-ABEGG's liability is excluded or limited by these provisions, this also applies to the liability of bodies, subcontractors and vicarious agents of ZIEHL-ABEGG, including employees.

The above limitations of liability also apply to claims for compensation of expenses.

#### 5. Data privacy statement

This “ZAMon” app is developed and provided by ZIEHL-ABEGG SE, Heinz-Ziehl-Strasse, 74653 Künzelsau, Germany. The protection of your privacy when collecting, processing, and using your personal data is of central importance to us and is something we pay great attention to in our business processes - naturally in compliance with legal requirements.

##### (b) Contact details of our data protection officer

Please feel free email our company data protection officer at [datenschutz@ziehl-abegg.de](mailto:datenschutz@ziehl-abegg.de) regarding any data protection issues you may have.

##### (c) Data categories, processing purposes and legal bases

We collect, process, and use your personal data, and particularly your name, login name, email address, device IDs, IP address, and location data for the purposes of

- providing and refining this app
- developing and improving the quality of the products that this app parametrises
- informing you of new, refined offers and products
- determining the application data of the parametrised products.

Our offering also includes location-based services, with which we can offer you special deals that are tailored to your particular location. To be able to offer you this function, we collect your location data by means of GPS and your IP address in anonymised form, if you allow this. You can allow or cancel this function in the settings of the app or your operating system at any time by activating/deactivating this under 'Data protection' in the 'Location services' section of Settings. Your location will only then be transmitted to us if, when using the app, you make use of functions that we can only offer you if we know your location.

The legal basis for processing your personal data is your consent, in accordance with Art. 6 paragraph 1 a) of the General Data Protection Regulation (GDPR).

**(d) Recipients**

Your consent includes the possible transfer of your personal data to subsidiaries of ZIEHL-ABEGG SE within the ZIEHL-ABEGG Group. The statutory regulations of the GDPR for the protection of your personal data are adhered to in the process. No personal data is transferred to recipients outside the ZIEHL-ABEGG Group.

**(e) Duration of storage**

We store your personal data only as long as required for the above-mentioned purposes, i.e.

- for the purpose of providing and refining this app.  
If your user account has not been used for two years, we will disable it and anonymise the user data. We envisage that the user data will be deleted after a further three years.

**(f) Your other rights**

In addition, provided that the respective legal requirements are met, you have the right to be provided with information (Art. 15 GDPR), have your data corrected (Art. 16 GDPR), have your data deleted (Art. 17 GDPR), limit the processing of your data (Art. 18 GDPR), and demand data portability (Art. 20 GDPR). Furthermore, you have the right to object to the processing in accordance with Art. 21 paragraph 1 GDPR.

**(g) Consent**

Further processing and use of your personal data beyond this shall only take place with your subsequent consent. Your consent is voluntary, and you have the right to withdraw your consent, in whole or in part, at any time. You can contact us to do so. The legality of processing carried out on the basis of the consent up to the withdrawal is not affected by the withdrawal of the consent.

**(h) Right of complaint**

In accordance with Art. 77 GDPR, you also have the right to file a complaint with the competent supervisory authority if you believe that the processing of your personal data infringes that Regulation.

Your competent supervisory authority is "Der Landesbeauftragte für den Datenschutz und die Informationsfreiheit" (State Representative for Data Protection and Information Freedom), Königstrasse 10a, 70173 Stuttgart, Germany; phone: +49 (0)711 6155 410; email: [poststelle@lfdi.bwl.de](mailto:poststelle@lfdi.bwl.de); fax: +49 (0)711 6155 4115.

**(i) Non-provision**

If you cannot consent to the disclosure of your above-mentioned personal data, the use of our "ZAmon" app will sadly not be possible.

**Location data**

Our offering also includes location-based services, with which we can offer you special deals that are tailored to your particular location. To be able to offer you this function, we collect your location data by means of GPS and your IP address in anonymised form, if you allow this. You can allow or cancel this function in the settings of the app or your operating system at any time by activating/deactivating this under 'Data protection' in the 'Location services' section of Settings. Your location will only then be transmitted to us if, when using the app, you make use of functions that we can only offer you if we know your location.

## 6. Export

By downloading the App you confirm that your permanent residence is not in a state which is subject to U.S. embargo regulations or which has been defined as a terrorism-supporting state by the U.S. administration and that you are not on any list of illegal or restricted parties which has been prepared by the U.S. administration.

You may not use or otherwise export or re-export the App except as authorized by U.S. law, German law, European law and other applicable laws, in particular but not limited to the laws of the jurisdiction in which the App was obtained.

In particular, but without limitation, the App may not be exported or re-exported

- into any country embargoed by U.S. or other applicable export restriction laws or
- to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List or any other person lists of other applicable export restriction laws.

By downloading and/or using the App, You represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App in such countries or for any purposes prohibited by applicable law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.



## **7. Changes to the Terms of Use**

If ZIEHL-ABEGG intends to change and/or add to these Terms of Use or individual provisions thereof, ZIEHL-ABEGG shall explicitly notify you of the new version and make the amended text available to you.

You shall have the right to object to such changes. In this instance, the contractual relationship for the current scope of services shall continue subject to the existing Terms of Use. If this is not possible for technical reasons, ZIEHL-ABEGG shall be entitled to terminate the contractual relationship with you and forbid you from continuing to use the App.

If you do not object to changes within four weeks of their communication, this shall be taken as consent to the new Terms of Use.

## **8. Final Provisions**

The use of the App and these Terms of Use shall be governed by German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Exclusive legal venue for any disputes arising from or in connection with the business relation between you and ZIEHL-ABEGG shall be Heilbronn.

If a provision in this agreement is or becomes invalid or impracticable in whole or in part or if there is a gap in this agreement, this shall not affect the validity of the remaining provisions hereof. Instead of an invalid provision the statutory provisions shall apply.

# The Royal League

