

Terms of use

RITTAL Cloud

1. Subject matter of the contract

- 1.1. The subject of these terms of use is the use of the Cloud environment (hereinafter “RITTAL Cloud”) operated by RITTAL GmbH & Co. KG, Auf dem Stützelberg, 35745 Herborn, Germany (hereinafter “RITTAL”) as well as the use of the RITTAL software products provided via the RITTAL Cloud (hereinafter “RITTAL software products”) by the user.
- 1.2. The use of the RITTAL Cloud as well as access to the RITTAL software products requires registration of the user. The following information about the user is required in particular: Name, company of the user, e-mail and country. The user assigns a personal password that enables access to the RITTAL Cloud.

2. Conclusion of the contract

- 2.1. By registering the user and pressing the button “**Create ID**”, a contract of use for the use of the RITTAL Cloud and the RITTAL software products is concluded between RITTAL and the user in accordance with these terms of use. The user hereby creates an account, which the user can update at any time.
- 2.2. The contractual relationship between RITTAL and the user is governed exclusively by these terms of use. The user’s general terms and conditions shall not become part of the contract. This shall apply even if RITTAL does not object to or expressly object to the user’s general terms and conditions.
- 2.3. Special terms of use may apply to the use of individual RITTAL software products. If individual applications contain special terms of use, these shall apply in addition and supplementary to these terms of use. Third-party terms of use are the sole responsibility of those third parties.

3. Scope of use

- 3.1. Unless otherwise agreed, the scope of use of the RITTAL software products by the user is limited solely to the use of its account and to the RITTAL cloud applications and services made available by RITTAL free of charge. RITTAL is not obliged to provide any further scope of use. In particular, the user has no claim to the use of cloud applications provided by third parties in the RITTAL Cloud against payment or free of charge.
- 3.2. Insofar as further cloud applications are provided free of charge in the RITTAL Cloud, the user also has no claim to a specific availability of such cloud applications. In this respect, RITTAL reserves the right to remove such cloud applications at any time.

4. Availability

- 4.1. The user is responsible for the functionality of the devices used to access the RITTAL Cloud as well as for the existence of the required hardware and software environment and for maintaining the internet connection. The user shall be obliged to treat its credentials confidentially and not to disclose them to third parties.
- 4.2. The user is obliged to back up its data regularly so that the data can be restored at any time even in the event of a system disruption or failure. RITTAL shall not be liable for the loss of data of the user if the damage is due to the fact that the user failed to back up the data and thus ensure that the lost data can be restored with reasonable effort.
- 4.3. The user is obliged to notify RITTAL immediately of any disruptions or malfunctions of the RITTAL Cloud and/or of the RITTAL software products after their discovery. The user shall take all measures that enable the respective disruption or malfunction and its causes to be determined and facilitate or accelerate its elimination.
- 4.4. The user is not permitted to make the access codes for the RITTAL Cloud, including the software applications on it, accessible to third parties without the express prior consent of RITTAL. The consent must be in text form (in the meaning of Sec. 126b German Civil Code - BGB).

- 4.5. The user is not entitled to (a) misuse the RITTAL Cloud and/or the RITTAL software products, (b) gain access to unauthorized areas of the applications, (c) store illegal, immoral or offensive content in the RITTAL Cloud or (d) knowingly provide sequences with harmful components, (e) transmit unsolicited advertising messages (spam) via the RITTAL Cloud or (f) otherwise interfere with the functioning of the RITTAL Cloud and/or the RITTAL software products in a damaging manner.
- 4.6. If the user violates the obligations imposed on it by these terms of use, RITTAL may immediately block the user's access to the RITTAL Cloud as well as the RITTAL software products. The block shall be lifted as soon as the reason for the block has ceased to exist. If the user continues to violate its obligations or repeatedly violates them despite a corresponding warning in text form (in the meaning of Sec. 126b German Civil Code - BGB), RITTAL may terminate the contract without notice and permanently delete the user's account. RITTAL reserves the right to assert further contractual or statutory rights.
- 4.7. RITTAL is only responsible for the proper functioning of the applications available in the RITTAL Cloud up to the internet node of the data center in which the applications are operated. RITTAL is not responsible for the failure-free operation of the other data line connections. The applications are considered "available" until the user reports a disruption or until RITTAL detects the disruption. The measurement of the downtime starts when RITTAL receives the message or when RITTAL recognizes the disruption.
- 4.8. Service disruptions based on any of the following events are not considered downtime:
- a) Necessary maintenance work;
 - b) disruptions, failures and performance obstacles originating from the user's domain;
 - c) failures that are due to the influence of third parties (e.g. denial-of-service attack) or force majeure.

5. Rights of use, evaluations

- 5.1. If the digitally displayed samples, templates, products or work results provided by RITTAL are processed by the user in such a way that new or modified content is created for which an independent industrial property right is or can be established, the results are exclusively entitled to the copyright holder. Such content generated using RITTAL software products will only be evaluated beyond the scope of sections 5.2 and 5.3 with the express consent of the respective copyright holder.
- 5.2. RITTAL is allowed to record and evaluate the use of the RITTAL software products, including frequently used functions, typical operating steps and the use of digitised component data. An evaluation of the data is made in pseudonymised form. RITTAL shall use the knowledge gained in this process to improve the ease of use, range of functions and performance of the RITTAL software products. RITTAL is entitled to use the findings to identify the commercial markets and target groups.
- 5.3. As far as the user uses free RITTAL software products, RITTAL will evaluate and share with third parties digital component data in anonymised, statistical form for product improvement and market analysis.

6. Defects in title and quality; other default

- 6.1. In the event of material defects, RITTAL shall initially provide a warranty by means of subsequent performance. For this purpose, RITTAL shall, at its discretion, provide the user with a new, defect-free software version or remedy the defect. The elimination of the defect shall also be deemed to exist, if RITTAL shows the user reasonable options for avoiding the effects of the defect.
- 6.2. In the event of defects in title, RITTAL shall initially provide warranty by means of subsequent performance. For this purpose, RITTAL shall, at its discretion, provide the user with a legally unobjectionable opportunity to use the subject matter of the contract.
- 6.3. The user is obliged to adopt a new software version if the contractual functional scope is maintained and such adoption does not lead to substantial disadvantages.

- 6.4. The user's right to terminate the contract on the grounds of non-granting of use shall be excluded unless the repair or replacement delivery has failed within a reasonable period of time; an insignificant reduction in suitability shall not be taken into account. RITTAL shall pay compensation for damage or reimbursement of futile expenses on the grounds of a defect, within the limits specified in these terms of use.
- 6.5. If RITTAL provides services for troubleshooting or fault elimination without being obliged to do so, RITTAL may demand remuneration for this based on its usual rates. This shall apply in particular if a defect cannot be proven or cannot be attributed to RITTAL. In addition, RITTAL shall be remunerated for any additional expenses incurred due to the fact that the user has not properly complied with its obligations to inspect and give notice of defects.
- 6.6. If a third party asserts claims that prevent the user from exercising the rights of use granted to it under the contract, the user shall inform RITTAL immediately in text form (in the meaning of Sec. 126b German Civil Code - BGB). The user hereby authorises RITTAL to conduct the appropriate legal defense against the third party in and out of court on its own responsibility. If the user is sued, it shall consult RITTAL and shall only take legal action, in particular an acknowledgement or settlement, only with the consent of RITTAL.
- 6.7. The user may only derive rights from other breaches of duty by RITTAL if it has notified RITTAL in text form (in the meaning of Sec. 126b German Civil Code - BGB) of the breach of duty and has granted RITTAL a reasonable period of grace to remedy the breach. This shall not apply if due to the nature of the breach, no rectification is feasible. The specified limits apply to compensation for damages or reimbursement of futile expenses in accordance with these terms of use.

7. Liability

- 7.1. RITTAL shall only be liable if RITTAL is at fault unless the law provides for liability even in the absence of fault.
- 7.2. RITTAL shall be held unreservedly liable in cases of intent and gross negligence.
- 7.3. In the event of a degree of fault that falls short of Section 7.2 (simple negligence), RITTAL shall be liable.
- a) unlimited in case of injury to life, body or health;
 - b) limited to compensation for the foreseeable, typically occurring extent of damage for other damage arising from the breach of a material contractual obligation. A material obligation is an obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and the observance of which the contracting party can justifiably rely upon.

7.4. In addition to Section 7.3, RITTAL shall be liable exclusively for direct property damage up to a maximum amount of €100,000.00 per damaging event, whereby the liability for the entirety of all damaging events within a calendar year shall be limited to €500,000.00. Liability for financial loss and any kind of consequential damage shall be excluded, in particular for loss of profits, for damage resulting from loss of production and for damage incurred by third parties.

8. Limitation

The limitation period for warranty claims of the user is one year. Sentence 1 shall not apply insofar as longer periods are prescribed by law, as well as in cases of injury of life, body or health, in the event of an intentional or grossly negligent breach of duty and the event of claims for damages under German Product Liability Law.

9. Term of the contract, end of the right of use

9.1. Unless otherwise stipulated, the contract of use begins with the registration of the user and is concluded for an indefinite period.

9.2. The contractual relationship shall end without the need for a separate declaration if the user has not used its account for a continuous period of at least two years. RITTAL shall inform the user of this and delete all data of the user under the setting of a period of two months.

9.3. The right to extraordinary termination for good cause shall remain unaffected for both parties. In particular, RITTAL shall be entitled to an extraordinary termination if the user seriously violates its contractual obligations, provided that a deadline for remedial action has expired to no avail.

9.4. In the event of termination or other termination of the contract of use, RITTAL is entitled to delete the data uploaded by the user within a period of 30 days (deletion period). RITTAL shall inform the user of this by email from the time of termination or other termination of the contract of use. The user can export the uploaded data at any time during the term of the contract of use. If the user does not make use of this, there is a risk that the user data will be irrevocably lost upon expiry of the deletion period.

10. Amendments to the Terms of Use

10.1. RITTAL reserves the right to adapt these terms of use in respect of changed legal or technical conditions as long as the functionality of the services for the user is maintained and the adaptations are merely insignificant with regard to the contractual rights and obligations of the Parties, taking reasonable account of the interests of the user. The user shall be informed about such changes in text form (in the meaning of Sec. 126b German Civil Code - BGB) at least two months before the planned effective date of the changes.

10.2 Insofar as amendments to these contract conditions entail significant changes to the functionality or the services and/or affect the fundamental rights and obligations of the parties arising from the contract, the user shall be entitled to object to the change within one month of receipt of the change notification and to terminate the contract with effect from the effective date of the changes notified by RITTAL. The notice of termination must be given in text form (in the meaning of Sec. 126b German Civil Code - BGB) to be effective. If the notice period expires without the user giving notice of termination, the changes shall be deemed to have been effectively agreed upon. RITTAL shall inform the user of its right of termination and the consequences in the notification of change.

11. Concluding provisions

11.1. If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with this contract shall be the registered office of RITTAL. If RITTAL files a lawsuit, RITTAL shall also be entitled to file suit against the user at its place of business.

11.2. The law of the Federal Republic of Germany applicable to domestic contracting parties shall apply.

11.3. The parties are aware that the software used for RITTAL Cloud and RITTAL software products may be subject to country or personal export and import restrictions. In particular, there may be authorisation requirements or the use of RITTAL software products and RITTAL Cloud and associated technologies may be subject to restrictions abroad. The user shall comply with the applicable foreign trade law of the Federal Republic of Germany, the European Union and – where

relevant – the United States of America as well as other relevant regulations. Fulfilment of the contract by RITTAL shall be subject to the condition that the fulfilment is not hindered on account of national and international provisions of foreign trade law or other statutory regulations.

© RITTAL

Last update: February 2024