



Terms and conditions of use of the „B.One Gallery“ internet platform

Status 1.October 2023

ZENNER International GmbH & Co. KG, Heinrich-Barth-Straße 29, 66115 Saarbrücken, Germany hereinafter referred to as "ZENNER", operates the internet platform "B.One Gallery".

On the platform, information on properties and other facilities can be recorded and consumption data (electricity, water, gas, etc.) and other sensor data (temperatures, levels, parking spaces, etc.) can be displayed, compared, otherwise processed and downloaded.

The use of the B.One Gallery presupposes for each device group or building created there that the user has been granted a right to use the platform by ZENNER, or by one of its partner companies or sales partners.

The use of the B.One Gallery is linked to usage rights that are subject to a charge. Users who do not have any rights of use can acquire them from ZENNER or its sales partners.

By using the services, the B.One Gallery user declares that he has been granted a contractual right of use and that he agrees to the following conditions:

Authorisation and proof

Only users who are entitled to a right of use on the basis of a contractual agreement with ZENNER or with its sales partners are entitled to use the ZENNER platform. This contractual agreement must be proven to ZENNER on request.

The user is also entitled, within the framework of his contractually granted rights of use, to grant other users inspection of and access to his data and created objects (invitation). The invited user thereby only receives derived, not contractual, rights of use and is only entitled to act within the scope of the original contractual rights of use of the inviting party. His/her invitation shall be deemed to be his/her proof of this authorisation. The transferring user is solely responsible for the access rights granted to another person.

If a user cannot provide proof of his authorisation, ZENNER has the right to deactivate or permanently delete the user.

Scope of services

The user has the right to use the functions activated for him within the framework of the B.One Gallery terms of use. The scope of use, such as the number of users, period of use, number of IoT devices to be integrated, number of properties or folders and groups, is based on the respective contractually agreed rights of use.

The user can pass on his personal access rights to property and sensor data to other users and in doing so bears sole responsibility for the lawful use of this data (in particular the IoT device data).

During the period of use, the user has the option of exporting the data accessible to him.

The following items are not part of the B.One Gallery scope of services:

- The necessary installations in a property, in particular IoT devices of any kind, transmission devices, etc., their maintenance and fees/power;
- Setting up the data interface to B.One Gallery;
- The costs of transmitting the data to B.One Gallery;
- The connection of an object to B.One Gallery, which can be done by the user himself. This includes: Opening the object, initial data plausibility check, creating the schemas, defining the calculation bases and more;
- Adjustment of IoT devices and/or objects after initial connection.

Technical framework conditions, communication

ZENNER shall ensure that the applications, databases and servers are operated and maintained in accordance with the current state of the art as is customary in the industry.

Data is transmitted via the Internet. Communication between B.One Gallery and the user is encrypted. However, Zenner points out that the Internet is an open network accessible to everyone and is therefore not considered a secure environment.

Duties of cooperation of the user, misuse

The user must ensure that no unauthorised persons gain access to the data by choosing suitable access data and passwords. The user is solely responsible for all access to the services, including all activities and transactions.

The user is responsible for ensuring that the information he or she provides during registration is true, correct, up-to-date and complete. He undertakes to maintain the data and keep it up to date. Untrue, incorrect, not up-to-date or incomplete user information entitles ZENNER to delete the user's account and to interrupt or terminate this contract. The user shall immediately inform ZENNER of any unauthorised use of his account or his data.

The user has to ensure that the files uploaded by him are free of viruses, Trojans or other programs which could endanger or impair the functionality or the existence of B.One Gallery or of third parties.

The user indemnifies ZENNER as well as Simple Complex and their respective representatives, directors, employees and agents against all claims made in connection with the user's use of ZENNER's services as well as any violation of these provisions, the law or the rights of third parties committed by the user. The user shall compensate ZENNER as well as Simple Complex for any expenses, damages and lost profits incurred in this connection, including any legal costs.

Intellectual Property

With the exception of the data uploaded by the user to B.One Gallery and the automatically or manually recorded object data, all material and technical know-how made available on the B.One Gallery platform, in particular information, documents, products, trademarks, logos, graphics, sounds, graphical user interfaces, software and services are the property of either Simple Complex or an author, developer or other partner working for Simple Complex. Simple Complex and its third party suppliers have the right to prepare and use all data on B.One Gallery in anonymous form.

Simple Complex and/or the respective third party supplier are entitled to the intangible property rights based thereon. The components of the platform may not be copied or imitated in whole or in part. Suppliers, logos and other supplier products are protected designations. Zenner is entitled to use the platform in the form.

The user may not decompile or extract the source code of the underlying elements (the tools, methods, processes and infrastructure) or any other software on the B.One Gallery platform.

Changes to the offer and updates

Simple Complex and its third party suppliers reserve the right to adjust the services and functions of the platform and to continuously develop the B.One Gallery platform. The user will be informed of significant software updates.

Simple Complex, as owner of the solution, is entitled to add, temporarily or permanently change or deactivate parts or functions of B.One Gallery in terms of improvements or technically necessary updates.

The user acknowledges that ZENNER as the operator may introduce additional terms of use and limitations if necessary. The user will be informed of this in good time.

Links

ZENNER has no influence on the content of external websites that are accessible via links on the ZENNER website. ZENNER therefore accepts no responsibility for the content of these external websites. The respective provider or operator of the sites is always responsible for the content of the linked sites. The linked pages were checked for possible legal violations at the time of linking. Illegal contents were not recognisable at the time of linking. However, a permanent control of the contents of the linked pages is not reasonable without concrete indications of a violation of the law. If ZENNER becomes aware of any infringements, it will remove the links immediately.

Personal data, data protection

The use of B.One Gallery is only possible with the provision of personal data. This data will not be passed on to third parties without the user's consent. When accessing B.One, various access data (e.g. IP address, date and time of access etc.) are stored in a log file. No personal evaluations take place without the user's consent. The data will be treated confidentially and will not be passed on to third parties.

The user is aware that by releasing data to third parties, information can be obtained, especially about properties and indirectly about the behaviour of their residents.

Warranty and liability

The operation of ZENNER's services may be impaired in particular by technical circumstances over which ZENNER has no control. ZENNER endeavours to keep any downtimes such as service and maintenance work as short as possible and to ensure that all functions are continuously available. However, there is no legal claim to constant availability.

Compensation

Liability on the part of ZENNER, irrespective of the legal basis, shall only occur if the damage
a) has been caused by culpable violation of a cardinal obligation (essential contractual obligation) in a way that endangers the achievement of the purpose of the contract or
b) is due to gross negligence or intent on the part of ZENNER.

If ZENNER is liable according to lit. a) and there is no gross negligence or intent, the liability is limited to the extent of damage that can typically be expected at the time of conclusion of the contract. Liability for consequential damages, in particular for loss of profit or compensation for damages to third parties, shall be excluded in the same way, unless ZENNER has acted with intent or gross negligence.

Claims for damages under the Product Liability Act and for damages arising from injury to life, limb or health shall remain unaffected by the above limitations of liability.

ZENNER shall only be liable for the loss of data or information and its restoration in accordance with the above principles if this loss could not have been avoided by the user taking reasonable precautions.

However, ZENNER is not responsible for the loss of data or information caused by the user during the transfer of data or information to third parties initiated by the user.

Furthermore, ZENNER shall not be liable if the user intervenes in the sphere of the platform operator of his own accord, modifies it in any way whatsoever, irrespective of the extent to which such modifications take place or have taken place.

ZENNER further disclaims any liability for the accuracy of the data and evaluations, inferences or damages or consequential damages resulting therefrom. The user guarantees that no legal or contractual provisions in his territory prevent the use of ZENNER's services.

Applicable law and place of jurisdiction

These Terms of Use are governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the conflict of laws rules of private international law.

The exclusive place of jurisdiction is Stuttgart.

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