

# Conditions of use for GUNTAMATIC software applications

## Scope of application:

These conditions of use apply to the use of the following software programs and documents (referred to in the following text in short as "application") and all services and information offered within the framework of these applications: "GSM applications", "boiler visualisation", "interface description", „Guntamatic Modbus Debugger", "Guntamatic APP and/or associated WEB programs".

The use of one or more of these applications is exclusively permissible on the basis of these conditions of use and requires the user to register. Deviations from these conditions of use require the express written confirmation of GUNTAMATIC Heiztechnik GmbH, referred to in the following text in short as "GUNTAMATIC".

## Right of use:

Persons with a right of use are exclusively legal or natural persons of full legal age and capacity, who operate a GUNTAMATIC heating system, install GUNTAMATIC heating systems or perform sales and service activities for GUNTAMATIC devices. Natural persons who are below 18 years of age, or persons of full legal age who are not of full legal capacity, only have a right of use with the express approval of the legal representative.

## Condition of use:

Permission to use the applications obligates the user to register with GUNTAMATIC. The user is obligated to provide truthful information here.

Please expressly note that the customer's use is only permissible up to authorisation level approved for them. GUNTAMATIC boiler programming and internal levels are for use exclusively by company employees, company representatives or persons with written authorisation. In the event of the illicit use of levels for which permission has not been granted, GUNTAMATIC reserves the right to demand compensation where applicable (€10,000 is deemed to be the agreed minimum amount of damage).

The user is obligated to implement all of the requisite precautions in the heating and store room, and at the heating system (boiler, conveyance technology, fuel store room, system hydraulics), in order to enable safe operation or remote operation of the system in relation to the applications, with respect to property damage and personal injury. This includes keeping the store room permanently locked, and maintenance, cleaning and repair works must always be carried out with the device de-energised (disconnected from the mains power supply).

ATTENTION: Use must never change the operating behaviour of the device (e.g. constant switching on and off of the device in a similar way to an oil-fired system leads to massive malfunctions with biomass heating systems).

Free use entitles GUNTAMATIC to demand all programming and programs (as well as associated hardware information) directly related to use, with respect to the possible risks of various limitations or complete parameterisation of the program application or, where applicable, the use of such programs itself.

The user is obligated to store the access data for the applications carefully and to protect this against misuse. If they infringe this obligation, pass the access data on to third parties or make it publicly accessible in any other way then the user shall be liable for all actions and omissions that arise with the use of their access data.

In the event of illicit acquisition and use of the access data by a third party (e.g. password sniffing, hacking, etc.), the user undertakes to report this to GUNTAMATIC immediately upon becoming aware of the misuse or with any such suspicion.

It is prohibited for the user to technically modify the applications beyond the available configuration options, or to utilise them for any purpose other than the technical purposes intended.

All commercial marketing of hardware and software, which occurs in direct conjunction with the free use, is strictly prohibited.

If these conditions of use have not been signed or the registration has not taken place then the contents of this usage agreement shall still be considered valid and binding with the start of use, because these conditions of use have been published and supplied with all documentation.

In the event of an infringement of these conditions of use, the user shall be liable for all direct and indirect damages incurred by GUNTAMATIC in relation to infringement clauses, including the costs of appropriate legal action.

## Amendments to the conditions of use:

GUNTAMATIC guarantees that no unintentional costs can arise in relation to amendments to the conditions of use, because every user shall be granted the right of immediate termination with such amendments.

GUNTAMATIC reserves the right to amend the existing conditions of use at any time and inform the user of the amendments of the conditions of use as applicable to him. This notification shall generally be issued in electronic form, although this does not release the user from their obligation to inform themselves of the up-to-datedness of the conditions of use.

If the user does not object to any amended conditions of use within a period of two weeks of notification of the amendment to the conditions of use, or continues to utilise the applications without raising an objection, the amended conditions of use are deemed to have been accepted.

If an objection is raised in relation to an amendment to the conditions of use then further use is not permitted (also not according to the previous conditions). Continued use that is disregarded or takes place with the tacit toleration of GUNTAMATIC does not mean that the previous conditions of use remain valid or that continued use is permissible.

## Termination:

The option of use completely free of charge can be freely revoked by GUNTAMATIC at any time. The user has no legal entitlement to continued use of the applications.

Conversely, the user is entitled to stop utilising the applications at any time without citing grounds for this, and to demand that their registration be deleted.

GUNTAMATIC is not obligated to present and/or maintain the applications.

GUNTAMATIC reserves the right to amend the cited applications at any time in whole or in part, without citing grounds for doing so, or to revoke the right of access by blocking the access data.

## Data protection declaration:

In order to deliver services to the user, GUNTAMATIC uses electronic, automatic data processing systems or facilities. In order to use the applications, registration with personal data - in particular the name and address of the user - is required. The requisite scope of personal data is acquired by GUNTAMATIC and stored for the duration of registration. For the purpose of the constant improvement of the applications, exclusively impersonal data such as error messages is statistically logged and stored by GUNTAMATIC.

The user is entitled to validate their right to information regarding this stored data at any time, and to demand notification or deletion of this data according to the legal regulations.

The personal data stored by GUNTAMATIC is used by GUNTAMATIC exclusively for the purpose of delivering and developing services. This data is not passed on or published unless it is necessary to pass on or publish this data in order to fulfil a legal obligation or to defend the rights of GUNTAMATIC.

Use of the personal data in order to inform the user of the products of GUNTAMATIC requires the separate permission of the user.

## Warranty and liability

Free use is not a legal transaction but rather the free transfer of an application with an associated obligation to personally check the associated security.

The applications made available by GUNTAMATIC have been carefully generated and subjected to fundamental function and fault analyses. However, GUNTAMATIC does not provide any guarantee of the availability, functionality, up-to-datedness, quality, usability and further development of the applications or the data and contents generated by these.

GUNTAMATIC shall not be liable for any property damage or personal injury associated with the use of the applications, or for any damage that arises due to the misuse of the access data or the publication or handover of the access data to third parties by an authorised or unauthorised user.

## Place of jurisdiction:

These conditions of use are exclusively subject to Austrian law. The regional court of Wels (Austria) shall exclusively preside over any disputes arising from or in conjunction with the use of the applications.