

# General Terms and Conditions of rsp.mbCONNECT24.net V2

## § 1 Object of the contract, application, modification

- (1) Die MB CONNECT LINE GMBH, represented by their managing director Siegfried Müller, Winnettener Str.6, 91550 Dinkelsbühl, GERMANY, hereinafter „MB CONNECT LINE“ make available to their customers a web portal as at www.mbCONNECT24.net which, as an intelligent link, offers a central access point for remote maintenance to machines as well as to users.
- (2) Only registered customers having the required hardware can make use of this web portal.
- (3) The following terms and conditions finally regulate the contractual relationship between MB CONNECT LINE and the respective customer and are valid exclusively. Any terms and conditions of customers deviating from or being to the contrary to the terms and conditions mentioned herein are not accepted, provided MB CONNECT LINE have expressly agreed to in every single case.

## § 2 Registration, access

- (1) Prerequisites for using the services of MB CONNECT LINE are the complete and full registration with MB CONNECT LINE in true faith as well as the use of both the free of charge mbDIALUP-Client software and the required hardware of MB CONNECT LINE.
- (2) Registration is only allowed to customers being entrepreneurs as per the BGB (Civil Code). An entrepreneur is a natural person or a legal entity or any ordinary partnership of legal capacity exercising any business activity or any other independent activity at the time of entering into any legal transaction. When registering on the internet platform, the customer assures being an entrepreneur or making the registration in the function of an authorized person of a company. MB CONNECT LINE is entitled at any time to obtain any relevant document proving that the customer really is an entrepreneur.
- (3) If the entrepreneur is a natural person, he or she has to be of legal age and of unrestricted legal capacity.
- (4) Each and every customer is only allowed to register himself or herself or his or her company only once with MB CONNECT LINE.
- (5) Registration with MB CONNECT LINE is free of charge.
- (6) Upon complete registration on the www.mbCONNECT24.net platform, the customer will get two e-mails one with his or her user name and one with his or her password.
- (7) The customer is not entitled to any right of concluding any contract granting use. MB CONNECT LINE reserve the right to refuse conclusion of any contract granting use without stating any reasons for it, in particular in case of
  - a. wrong details and data given at registration;
  - b. any doubts concerning the legal existence of the user;
  - c. any breach of the General Terms and Conditions.
- (8) The user commits himself or herself to inform MB CONNECT LINE without delay of all and any modifications of the details and data given at the time of registration.

## § 3 Performance and services of MB CONNECT LINE

- (1) With www.mbCONNECT24.net, MB CONNECT LINE provides a web portal which, as a link with integrated user and machine administration, offers user and device accounts to the customers.
- (2) MB CONNECT LINE provides the customer with the free of charge mbDIALUP-Client software on the internet. Using this client software, the customer can establish a direct connection to the web portal and have access to the device accounts by means of his or her user account.
- (3) MB CONNECT LINE provide the clients also the possibility to transfer regularly by him selected data via the router of MB CONNECT LINE from the machines to the web portal, which will be stored in their account.
- (4) MB CONNECT LINE provide the customer an internal messaging and task system. By means of this message and task system, the logged-in user can send text messages and assign tasks to a user in his account.
- (5) MB CONNECT LINE offer an average annual network availability of 99%.
- (6) MB CONNECT LINE are entitled at any time to stop their free of charge services without giving any prior notice.

## § 4 Charges, costs, blocking

- (1) The use of rsp.mbCONNECT24.net is free of charge.
- (2) Upgrades in the form of additional chargeable licenses are possible according to the current price lists of MB CONNECT LINE. - Please contact your sales representative for a quotation.
- (3) Invoicing takes place quarterly. The invoice is due immediately upon receipt, strictly net. In case of purchase during the current year, a pro rata calculation is made starting with the following quarter.
- (4) If the customer is in delay of payment of the fees, MB CONNECT LINE is entitled to block the account until payment in full of all and any fees.

## § 5 Obligations of the customer

- (1) The customer is obliged to use the required hardware of MB CONNECT LINE as well as to carry out care and maintenance or to have care and maintenance carried out.
- (2) The customer is also obliged to use the services of MB CONNECT LINE for the contractual purposes only.
- (3) The customer is obliged to properly keep his or her access data and in particular his or her password in a safe place, undisclosed and not to disclose them to any unauthorized third parties. The customer also has to take care of the fact that his or her password has been chosen sufficiently safe.
- (4) The customer commits himself or herself to carry out remote maintenance of the machines and equipment via a telecommunication line, modems or routers and/or to have it carried out only if an instructed person is available locally who can intervene in the run of the machine or the equipment at any time. It is not allowed to intervene in running programs without any visual communication (control).
- (5) The customer commits himself or herself that he or she or the person carrying out commissioning will read the operating instructions and online help as well as the "First steps..." carefully before using the mbCONNECT24 portal.

## § 6 Term of contract, termination

- (1) The base access free of charge is valid for an undetermined period of time and can be terminated by both parties to the contract at any time and without giving any notice.
- (2) The additional licenses for the service mbCONNECT24 V2 have a minimum term of 12 months. After expiration of the minimum contract period the contract continues indefinitely if no written notice of termination is received in due time. The notice period is 3 months to the end of the quarter.

## § 7 Liability

- (1) MB CONNECT LINE will have unlimited liability for all and any damages caused deliberately or by gross negligence, with any malicious hiding of defects, with taking over of any warranty concerning good state, quality and condition, for any claims arising out of the product liability law as well as for any injury to life, body or health.
- (2) MB CONNECT LINE will be liable for any such other damages only in case of a breach of each and any duty the performance of which makes the proper execution of the contract possible in general and the observance of which the customer may rely on at any time (cardinal obligations).
- (3) In the cases of section 2, liability is limited to the typically foreseeable damage.
- (4) Limitations of liability as mentioned above are also valid for the vicarious agents of MB CONNECT LINE.

## § 8 Force Majeure

MB CONNECT LINE are and will be exempt from the obligation of rendering the service for all the cases of Force Majeure. Force Majeure are considered all and any unforeseen events as well as any such events the consequences of which regarding the performance of the contract neither party is responsible for. These events in particular include legal industrial action, also in third-party facilities as well as governmental action.

## § 9 Data security, data protection

- (1) Connection between the user and the equipment will always be effected via the portal, which means that the user and the equipment establish a close connection to the portal at any time. This is why the firewall between the user and the equipment can be configured in such a way that establishment of the connections from the internet will be blocked in general. This means a higher security against unauthorized access.
- (2) Data transmission itself will then be effected via a secure VPN or HTTPS connection based on the security protocol TLS/SSL.
- (3) MB CONNECT LINE stores messages, task and all data transmitted from the machine during any connection by the customer or device. The customer can delete the data any time manually. Beyond this with the delete of the user account all data are deleted.
- (4) MB CONNECT LINE will exclusively save the data required for contract handling and invoice handling as well as the data stored in the respective customer account.

## § 10 Final clauses

- (1) The General Terms and Conditions mentioned herein are and will exclusively be governed by German Law, exclusive of the UN Sales Law.
- (2) Provided the parties to the contract are registered traders, place of jurisdiction for all disputes arising out of or in connection with the present contract will be the town of the registered office of MB CONNECT LINE.
- (3) Should one or more stipulations of these General Terms and Conditions be or become invalid totally or in part, validity of the remaining provisions shall not be affected.