

§ 1 Subject matter of the contract, scope, modification

1. MB CONNECT LINE GMBH, Winnettener Str. 6, 91550 Dinkelsbühl, GERMANY, hereinafter referred to as "MB", provides the customers with the Remote Service Portal mbCONNECT24 V2, hereinafter referred to as "web portals", which constitute services acting as intelligent exchanges offering machines and users central access points for remote maintenance. These independent web portals can be reached worldwide via different servers. Each server, individually hereinafter referred to as "web portal", has a unique IP and domain name. MB provides the currently valid address data via its documentation. These addresses and domain names can be changed by MB at any time.
2. Only registered customers who have the required hardware can use these web portals.
3. The following terms and conditions conclusively regulate the contractual relationship between MB and the respective customer in connection with the web portals and apply exclusively in this context. Terms and conditions of the customers that are contrary to or deviate from these Terms of Use shall not be recognized unless MB has expressly agreed to them in individual cases.

§ 2 Registration, access

1. Prerequisites for using the services are complete and truthful registration as well as use of the free mbDIALUP client software or connection to the web portals via a compatible browser and the required MB hardware.
2. Only customers who are entrepreneurs within the meaning of the German Civil Code (BGB) may register. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his/her/its commercial or independent professional activity. By registering on the web portals, the customer affirms that he/she/it is an entrepreneur or is registering as an authorized representative of a company. MB is entitled to demand suitable proof of the customer's entrepreneurial status at any time.
3. If the entrepreneur is a natural person, such person must be an adult and have unlimited legal capacity.
4. Each company may register a maximum of one login, hereinafter referred to as "account", per web portal.
5. Registration is free of charge.
6. By completely registering on a web portal, the customer receives information about his/her/its created account. In separate emails, the username and password are sent to the specified email address.
7. There is no claim to the conclusion of a user contract. MB reserves the right to refuse the conclusion of a user contract without giving reasons, but in particular due to
 - a. false information provided during registration;
 - b. doubts about the legal existence of the user
 - c. violations of these Terms of Use and of the General Terms and Conditions of MB.
8. Users undertake to notify MB immediately of any changes to the data on the Company and the main contact person (Admin) provided during registration and to update this data in the web portals. In principle, the company is responsible for keeping all user data, such as e-mail addresses, up to date.

§ 3 Services of MB

1. MB provides the customers with web portals under the remote service portal mbCONNECT24 V2. These serve as an exchange between client and machine network and offer integrated user and router/machine administration per account.
2. MB shall provide the customer with the free mbDIALUP client software on the Internet. By means of this client software the customer establishes a direct connection to its account in the web portal.
3. In addition, MB provides the customer with the option to have data selected by the customer actively sent to the web portal on a regular basis via compatible MB hardware, which data is stored there in the customer's account.
4. MB offers availability of 99% on average annually in relation to unplanned downtimes for chargeable services. In the case of free services, there is no claim to a certain minimum availability.
5. MB is entitled to temporarily suspend its services via the web portals with sufficient advance notice for changes, maintenance, and improvements.
6. MB is entitled to discontinue its free services at any time with advance notice (announcement) of 3 months.

§ 4 Fees, costs, blocking

1. The use of the web portals is free of charge.
2. Upgrades in the form of additional chargeable licenses are possible in accordance with the current MB price list. - Offers can be obtained from your designated sales representative.
3. Billing takes place in the agreed billing period. For purchases in the course of the year, a pro rata calculation is made.
4. If the customer is in arrears with the payment of the fees, MB is entitled to block accounts until full payment has been made.

§ 5 Obligations of the customer

1. The customer is obligated to use the required MB hardware as well as to maintain and service it or to have it maintained and serviced.
2. In particular, the customer undertakes to regularly check its hardware and software used for available updates for firmware and newer versions and to install or update them. Only thus can a high level of IT security be guaranteed and MB provide support to the customer.
3. The customer is also obliged to use the services of MB only for the contractual purposes.
4. The customer is obligated to properly store the access data and in particular its password, to keep them secret and not to disclose them to unauthorized third parties. The customer shall also ensure that its password is selected in a secure manner in accordance with the state of the art. If there are indications that unauthorized third parties have knowledge of the access data, the customer shall inform MB thereof without delay and, to the extent possible, change its access data. In addition, the customer is responsible for the regular backup of the data stored in the web portal, in particular data points.
5. The customer undertakes to use the functions and services of the portal properly and to observe the applicable law.
6. The customer undertakes to carry out and/or have carried out remote maintenance of machines and systems only if there is an instructed person on site who can intervene in the operation of the machine or system at any time. It is not allowed to intervene in running programs without visual communication (control).
7. The customer undertakes to carefully read and observe the operating instructions and online help as well as the "First Steps..." for the web portals and the hardware before using the web portals.

§ 6 Term of contract, termination

1. The free account of the web portals runs for an indefinite period of time and can be terminated at any time by either contracting party subject to a notice period of 3 months.
2. The additional licenses have a minimum term of 12 months. After expiry of the minimum term, the contract shall continue for an indefinite period if no written notice of termination is received in due time. The notice period is 3 months to the end of the quarter. Cancellation of the free account shall result in automatic cancellation of the chargeable services booked.
3. The right to extraordinary termination (§ 314 BGB) remains unaffected by the aforementioned provisions.
4. MB may block the account of a customer and/or terminate the user contract extraordinarily within the meaning of the aforementioned paragraph if the customer:
 - a. violates the Terms of Use, MB's General Terms and Conditions or applicable law,
 - b. deliberately provides false information during registration,
 - c. violates the rights of third parties
 - d. has an inactive customer relationship,
 - e. abuses the services of MB or
 - f. there is another important reason.
5. If the customer's account has been blocked or terminated by MB, the customer shall not be entitled to register again.

§ 7 Liability

1. MB's liability for material defects in free services is limited to instances where MB fraudulently conceals a material defect from the customer. In the case of free services, the customer shall not have any claims to the removal of defects by MB. MB's liability for defects in the right to free services is limited to instances where MB fraudulently conceals a defect in the right to free services from the customer.
2. MB shall be liable without limitation for damage caused intentionally or by gross negligence, in case of fraudulent concealment of defects, in case of assumption of a guarantee of quality, for claims based on the German Product Liability Act as well as for injury to life, limb or health.
3. MB shall only be liable for other damage if an obligation is violated, the fulfilment of which enables the proper execution of the contract in the first place and on the compliance with which the customer may regularly rely (cardinal obligations).
4. In the cases of paragraph 3, the liability is limited to the typically foreseeable damage.
5. The above limitations of liability shall also apply to MB's vicarious agents.

§ 8 Force majeure

MB shall be released from its obligation to perform in cases of force majeure. Force majeure shall be all unforeseen events as well as events whose effects on the performance of the contract are not the responsibility of either party. Such events include, in particular, lawful epidemics, pandemics, labour disputes, even in third-party companies, as well as official measures.

§ 9 Rights of use

1. All contents of the web portals of MB are protected by copyright.
2. Unless otherwise stipulated, the customer receives a simple, non-transferable, spatially unlimited right of use limited to the duration of the usage relationship.
3. The right of use is limited exclusively to the intended use of the web portals and the contents provided by MB. Any other use of any content is not permitted.
4. In the event that copyright-relevant works are uploaded, the customer grants MB a non-exclusive right of use, limited in terms of space, time, duration and content, for the intended use within the web portals of MB.

§ 10 Data security, data protection

1. The connection between the user and the machine/system always takes place via the respective web portal on which the account is registered, which means that the user and the system always establish their own connection to the portal. For this reason, the firewall at the user's terminal and at the system can be configured in such a way that establishing a connection from the Internet is generally blocked. This provides greater security against unauthorized access.
2. The data transfer takes place via a secure VPN connection or HTTPS connection based on TLS/SSL.
3. For the duration of the existing account of a customer, MB stores all messages exchanged within this account, user information, hardware configurations, stored data points and other information, data and documents deposited by customers themselves. The customer can manually delete these messages and machine data at any time. Furthermore, all such data will also be deleted upon deletion of the user account.
4. In addition, MB only stores the data necessary for contract and invoice processing as well as the data stored in the respective account. In particular, the customer is asked for personal data for registration, creation, and management of the user profile. This data is properly collected and used in accordance with legal provisions, in particular the EU General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The scope, purpose, and nature of the use of personal data are set out in MB's Privacy Policy. The customer assures MB that it has read and understood MB's Privacy Policy.
5. MB may send messages to the email addresses of the administrator and the users stored in the web portal concerning important information regarding the software and hardware used by MB. This is in particular information on upcoming maintenance work of the web portals and related services as well as information on new firmware and software versions available.

§ 11 Final Provisions

1. These Terms of Use shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.
2. If the parties are general merchants, the city of MB's registered office shall be the place of jurisdiction for all disputes arising from or in connection with this contract.
3. Should one or more clauses of these Terms of Use be invalid in whole or in part, this shall not affect the validity of the remaining provisions.