

# Terms of Use

Dated 15 March 2021

Version 1.2

## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website on the domain [aire.link](https://aire.link) (our "site")

### WHO WE ARE AND HOW TO CONTACT US

Domain [aire.link](https://aire.link) is operated by Konica Minolta Business Solutions Europe GmbH ("We"). Our main trading address is Europaallee 17, 30855 Langenhagen, Germany. Our VAT number is DE 135 099 727.

To contact us, please email [airelink@konicaminolta.eu](mailto:airelink@konicaminolta.eu)

### BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

### THERE ARE OTHER TERMS THAT APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy;
- Our [Terms of Service](#), where you purchase or trial our Service;
- Our [Privacy Policy](#); and
- Our [Data Processing Agreement](#), where applicable.

### WE MAY APPLY CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### WE MAY APPLY CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, our users needs and our business priorities.

### WE MAY SUSPEND OR WITHDRAW OUR SITE

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

Your user identification code, password or any other piece of information used as part of our security procedures must be treated as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use or you or your company is otherwise in breach of our agreements.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [airelink@konicaminolta.eu](mailto:airelink@konicaminolta.eu).

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our web sites, and in the material we published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **DO NOT RELY ON INFORMATION ON THIS SITE**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **USER-GENERATED CONTENT IS NOT APPROVED BY US**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on [airelink@konicaminolta.eu](mailto:airelink@konicaminolta.eu).

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**This site is only intended for use by business users and consumers are not permitted to use this site:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage

## **HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our [Privacy Policy](#).

## **UPLOADING CONTENT TO OUR SITE**

When you upload, video stream or record content to our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store, and copy that content and to use the content and data to provide additional services .

We also have the right to disclose your identity to any third party who is claiming that any content posted streamed or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any content or posting you make on our site if, in our opinion, your post does not comply with the content and usage standards set out in our [Acceptable Use Policy](#).

You are solely responsible for securing and backing up your content.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES OR MALWARE AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs, viruses or any kind of Malware.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software and anti-Malware procedures.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 or other analogous legislation in your jurisdiction. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **RULES ABOUT LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

If you wish to link to or make any use of content on our site other than that set out above, please contact [airelink@konicaminolta.eu](mailto:airelink@konicaminolta.eu).

## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by German law. We both agree to the exclusive jurisdiction of the courts of Hannover.

## **OUR TRADE MARKS ARE REGISTERED**

"Konica Minolta" and other trademarks used on this site are the property of their respective owners. You are not permitted to use them without written approval by an authorized person.

# Acceptable Use Policy

**PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE**

## **WHAT'S IN THESE TERMS?**

This acceptable use policy sets out the content standards that apply when you upload content to our site, link to our site, or interact with our site in any other way,

## **WHO WE ARE AND HOW TO CONTACT US**

Domain [aire.link](https://www.aire.link) is operated by Konica Minolta Business Solutions Europe GmbH ("We"). Our main trading address is Europaallee 17, 30855 Langenhagen, Germany. Our VAT number is DE 135 099 727.

To contact us, please email [airelink@konicaminolta.eu](mailto:airelink@konicaminolta.eu)

## **BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

## **WE MAY APPLY CHANGES TO THE TERMS OF THIS POLICY**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## **PROHIBITED USES**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- **Fair Use**
  - You may get cloud storage and a number of sessions within the AIRe Link platform. However, the services are provided on the basis of a fair use policy. Should your activities generate an amount of traffic to our servers such that this impacts our cost of operation, we will reserve the right to throttle or temporarily disable access to your account or offer you an upgrade to higher level services.

If you breach our fair use policy, we will normally ask you to correct your behaviour first before taking any action under this Clause but reserve the right not to give notice in the case of deliberate, serious or persistent breaches or misuse of the services.

Use the services (either individually or collectively with other Users) in any manner that is excessive, abnormal, or places a significant burden on our platform, website, online services or network, whereby such use does, will or could negatively impact or adversely

affect optimal platform performance shall be deemed by us unfair use and entitle us, in our discretion, to terminate the service.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site without our prior agreement in writing.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **CONTENT AND USAGE STANDARDS**

These content and usage standards apply to any and all video, images, streaming or any other material which you contribute, upload or use on our site and to your usage of this site and its services generally ("Usage").

The Content and Usage Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Usage as well as to its whole and to your Usage of this site and our services generally.

Konica Minolta will determine, in its discretion, whether your Usage breaches the Content and Usage Standards.

Your Usage must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in Germany, the law in any country from which it is uploaded or streamed and the law in any Country in which it may be viewed.

Your Usage must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution or your Usage emanates from Konica Minolta or any of its affiliates, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

- Contain a statement or audio/visualisation which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of any crime or terrorism.

### **BREACH OF THIS POLICY**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any content uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by German law. We both agree to the exclusive jurisdiction of the courts of Hannover, Germany.

# Agreed Terms of Service

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12 (LIMITATION OF LIABILITY).**

## **1. About us**

- 1.1 **Company details.** Konica Minolta Business Solutions Europe GmbH (trading as "AIRe Link" (we and us) is a company registered in Germany our registered office is at Europaallee 17, 30855 Langenhagen, Germany. Our VAT number is DE 135 099 727. We operate the website <https://aire.link/>.
- 1.2 **Contacting us.** To contact us, please use <https://forum.aire.link/> or email us at [airelink@konicaminolta.eu](mailto:airelink@konicaminolta.eu). How to give us formal notice of any matter under the Contract is set out in clause 17.2.

## **2. Our contract with you**

- 2.1 **Our contract.** These terms and conditions of service (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). By accepting these Terms we grant you a personal, non-transferable, non-exclusive access to use our cloud-based Services in accordance with the subscription plan and prices to which you have subscribed. You may access and use our Services in accordance with our Terms but may not make any copy, back-up or archival copies of the Services or any part of the Services, nor reverse engineer the Services or any part or module of the Services. Your continued use of our Services shall be deemed to be your acceptance of the latest version of our Terms of Service, Privacy Policy, Terms of Use, Acceptable Use Policy and Data Processing Agreement.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

## **3. Placing an order and its acceptance**

- 3.1 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms. The person accepting the terms of this agreement confirms that he/she is authorised to enter into this agreement on behalf of the applicable legal entity.



- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

#### **4. Cancelling your Subscription**

- 4.1 **Your subscription will automatically renew until you cancel it in accordance with clause 4.2.** You may cancel your subscription at any time in accordance with the process set out in clause 4.2.
- 4.2 **To cancel your subscription.** You must go to the account settings of our web site and click the cancellation button at least one working day before the expiry date of your subscription. We will email you to confirm we have received your cancellation.
- 4.3 **We may cancel your subscription for our convenience at any time in our discretion.** If we terminate for our convenience we will refund you by the method you used for payment. We shall deduct from any refund an amount for the supply of the Services provided for the period up to the time we cancelled your subscription.

#### **5. Our services**

- 5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 **Changes to Services.** We reserve the right to amend the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.
- 5.3 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

- 5.4 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, if any, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

## 6. Your obligations

6.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Services;
- (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (e) you comply with all applicable laws, including health and safety laws;
- (f) your hardware, software and internet connection meet our minimum requirements as set out on our [website](#) as Technical requirements;
- (g) you will be solely responsible for complying with any applicable data protection and privacy requirements between yourself and your end-user of the Service; for example you will advise your end user that the video call might be recorded and he/she should not point his/her camera at anything confidential. In addition, you shall be responsible for obtaining the consent of your end-user to the streaming and/or recording of the video support call;
- (h) You agree to execute a data processing agreement with your end-user in accordance with the General Data Protection Regulation EU 2016/679 (or equivalent legislation), if applicable.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause **6.1 (Your Default)**:

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 14 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 7. Services in the European Economic Area (EEA)

7.1 Our services are intended for use by customers in the EEA and are provided on condition that our Terms are legally enforceable in your jurisdiction if you are based outside the EEA.

## 8. Charges

- 8.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 8.
- 8.2 The Charges are the **prices** quoted on our site at the time you submit your order. **Your subscription will be automatically renewed at the end of each subscription period** unless you change your paid subscription plan to a free plan or cancel your subscription. At the time of automatic renewal, the subscription will be charged to the Credit Card last used by you. You can change the details if you would like the payment for the renewal to be made through a different Credit Card. If you have not changed to a free plan (if available) or cancelled on our website, you will be presumed to have authorised us to charge the subscription fee to the Credit Card last used by you.
- 8.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 8.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 8.7 for what happens if we discover an error in the price of the Services you ordered.
- 8.5 Our Charges may change from time to time, but changes will not affect any order you have already placed. We may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle.
- 8.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 8.7 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

## 9. How to pay

- 9.1 Payment for the Services is in advance. We will take your first payment upon acceptance of your order and will take subsequent payments monthly or annually in advance.
- 9.2 You can pay for the Services using a credit card as indicated on the check-out page of our site.

9.3 We will send you an electronic invoice within seven (7) days of the beginning of the month following payment. For any failed or cancelled payments, a 20 Euro administration fee will be levied.

9.4 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **10. Intellectual property rights**

10.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

10.2 You may submit comments or ideas about the Services, including about how to improve the Services or Platform (“**Ideas**”). When you provide Ideas to us, you agree that your disclosure is gratuitous, unsolicited, and without restriction, and that we are under no fiduciary or other obligation to you, and that we are free to use Ideas without any attribution or compensation to you.

10.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

## **11. How we may use your personal information**

11.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

11.2 We will process your personal information in accordance with our [Privacy Policy](#), and our [Data Processing Agreement](#) the terms of which are incorporated into this Contract.

## **12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

12.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by law.

- 12.3 Subject to clause 12.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) any indirect or consequential loss.
- 12.4 Subject to clause 12.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total net Charges paid under the Contract.
- 12.5 The terms implied by applicable law are, to the fullest extent permitted, excluded from the Contract. In particular, we shall have no liability in any circumstances whatever for any interruption or error in the provision of the Services. You agree that you have sole responsibility for protecting your data during use of the Services and having your own back-up procedures and systems to immediately take over should the Services fail for any reason. Data is stored in the Cloud in accordance with Amazon Web Services applicable terms and conditions here <https://aws.amazon.com/legal/> which you are deemed to accept by agreeing to this agreement.
- 12.6 The Service is not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Service could lead directly to death, personal injury, or severe physical or environmental damage ("High-Risk Activities"). Accordingly, we specifically disclaim any express or implied warranty of fitness for High-Risk Activities and it is prohibited to use the Services in health-care applications or applications where the health and safety of operators or individuals are concerned.
- 12.7 The Services may only be used for purposes that are legal in your jurisdiction. We reserve the right to randomly audit any real-time video or recorded data to spot-check for regulatory compliance or to share such data with law enforcement agencies.
- 12.8 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.9 This clause 12 will survive termination of the Contract.

### **13. Confidentiality**

13.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

13.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

### **14. Termination, consequences of termination and survival**

14.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 **Consequences of termination**

- (a) Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

14.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **15. Events outside our control**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges for performing the Services up to the date of the occurrence of the Event Outside Our Control.

## **16. Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

## **17. Communications between us**

- 17.1 When we refer to "in writing" in these Terms, this includes email.
- 17.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered by confirmed email.
- 17.3 A notice or other communication is deemed to have been received by email, at 9.00 am CET the next Czech Republic working day, after transmission.
- 17.4 In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee.
- 17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **18. General**

### **18.1 Assignment and transfer**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.

- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and agreed by you and us (or our respective authorised representatives).
- 18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 18.6 **Governing law and jurisdiction.** The Contract is governed by German law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the courts of Hannover, Germany.