

AKQUINET C365 APP TERMS OF SERVICE



1. Scope of Application, Consent to the Terms of Service

- 1.1. These Terms of Service exclusively govern the terms of how you make use of the C365 application (hereinafter also referred to as “App” or “Service”). The Service is published by Comporsys Hansa GmbH, Schulauer Moorweg 25, 22880 Wedel, (Germany) (hereinafter also referred to as “we”, “us” and “our”). We offer this Service, including all information and tools to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated in these Terms of Service.
- 1.2. By purchasing and/or accessing and/or using the Service or any parts of it, you confirm and agree to be bound by all of the provisions of these Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Service, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.
- 1.3. Please read these Terms of Service carefully before using the Service. If you do not agree to all the terms of these Terms of Service, then you may not use the Service and uninstall it immediately. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service and confirmed by clicking on “accept” or the equivalent confirmation button of the applicable online-store, or when downloading the App.
- 1.4. Any new features or tools which are added to the Service shall also be subject to the Terms of Service.
- 1.5. The headings used in these Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.

2. Online Store Disclaimer, Limitation of Availability

- 2.1. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this service.
- 2.2. These Terms of Service are concluded between you and us and not with any mobile application market (hereinafter “App Store”), e.g. the Microsoft Corporation AppSource (“Microsoft AppSource”) where you place orders to purchase licenses for our Service. Our and your relationship with the App Store is not governed by these Terms of Service. Your ability to download and use the Service, may depend on your compliance with the App Store’s own terms and conditions. The App Store is not responsible or liable for your use of the Service.
- 2.3. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the

right to discontinue any product at any time. Any offer for any product or service is void where prohibited.

3. License Grant

The Service (including, without limitation, updates, patches and upgrades) is licensed and not sold to you. Subject to your full compliance with these Terms of Service we grant you a personal, revocable, non-exclusive, non-transferable, limited right to install and use the Service.

4. Usage Restrictions, Suspension or Termination of Use

4.1. You may not and may not allow others to:

- a. decompile, reverse engineer, disassemble, or decrypt the Service except as allowed by an applicable provision of mandatory law in your jurisdiction (e.g. copyright laws)
- b. reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.
- c. to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- d. use the Service or its content for any illegal or unauthorized purpose, e.g. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability, or to submit false or misleading information
- e. to use the Software or its content to spam, phish, pharm, pretext, spider, crawl, or scrape
- f. violate any policies, laws or regulations in your jurisdiction (including but not limited to copyright laws),
- g. infringe industrial property rights, copyrights, personal, property and other third-party rights
- h. remove, disable, circumvent or workaround any copy protection, rights management or security features of the Service or to use the Service or its content to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet
- i. to upload or transmit any worms or viruses or any code of a destructive nature that will or may be used in any way that will affect the functionality or operation of the Service or of any related website or service, other websites, or the Internet,

- 4.2. A breach or violation of any of these Terms of Service will result in an immediate suspension or termination of your rights to use the Service without prior notice. This applies accordingly reasonably if we believe that you failed or intend to fail to comply with any of the provisions of these Terms of Service or violate any applicable law, regulation or license.
- 4.3. We reserve the right to refuse service to anyone for any reason at any time.

5. Usage Restrictions, Suspension or Termination of Use

- 5.1. For the proper use of the Service it is necessary that the device you are using meets the respectively applicable technical requirements of the Service, in particular, without limitation, that it has a compatible version of the supported operating systems. Some functionalities also require an active internet data connection.

6. Accuracy, Completeness and Timeliness of Information

- 6.1. We are not responsible if information made available on the App Store is not accurate, complete or current. The material on our website <https://c365.akquinet.com> (hereinafter "Website") is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.
- 6.2. Our Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

7. Modifications to the Service

- 7.1. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time at our own discretion, e.g. to
 - a. develop patches, bug fixes, updates and upgrades to offer new features or to improve the performance of the Service and/or
 - b. suspend or discontinue any part, feature and/or application of the Service, introduce new features or impose limits on certain features or restrict access to parts of or all of the Service

- 7.2. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

8. Pricing, Payment, Accuracy of Billing and Account Information

- 8.1. The applicable pricing and payment terms for a given order are set forth and governed by the applicable order or the applicable Service Agreement of the App Store.
- 8.2. Prices for the Service or our related products are subject to change without notice.
- 8.3. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per company or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 8.4. You agree to provide current, complete and accurate purchase and account information for all purchases made at the App Store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

9. Third Party Products, Optional Tools

- 9.1. To the extent you use the Service in combination with or connect the Service with devices, hardware, software, applications, tools, services or content of you or third parties (hereinafter collectively "Third Party Products"), your use of Third Party Products will be governed by the terms and conditions of the provider of such Third Party Product. We do not control or make any warranties with regard to Third Party Products and are not responsible for your use of any Third-Party Product. If you have questions about Third Party Products you should contact the applicable provider.
- 9.2. We also may provide you with optional access to certain tools which are Third Party Products, over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such Third-Party Products "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party Products . Any use by you of optional Third Party Products offered through the Service or our site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 9.3. Third-party links on the App Store our Website or within the Service may direct you to websites that are not affiliated with us. We are not responsible for examining or

evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

- 9.4. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the thirdparty's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

10. User Comments, Feedback and other Submissions

- 10.1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.
- 10.2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- 10.3. You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

11. Data Protection, Data Security

- 11.1. Your submission of personal information through the Service is governed by our Privacy Policy to the Service, which can be found under this link:
<https://akquinet.com/datenschutz.html>.
- 11.2. We cannot guarantee that the security of the Service will never be compromised or that unauthorized parties will never access your personal data. You provide your personal data

at your own risk. You are solely responsible for securing your network and connected devices and the appropriate storage and back-up of all of your personal information and other data and should monitor any unauthorized or suspicious use of the Service.

- 11.3. You understand that personal data and other content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

12. Errors, Inaccuracies and Omissions

- 12.1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- 12.2. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website or service has been modified or updated.

13. Limited Warranties (“Gewährleistung”), Limitation of Liability

- 13.1. We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. You acknowledge and agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 13.2. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- 13.3. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- 13.4. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all related products delivered to you through the Service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement regardless of the cause in law. We shall only be liable towards you in case of deliberate intent, gross negligence, fraudulent concealment of a defect, culpable injury to life, body or health, assumption of a quality

guarantee or in case of mandatory liability under the German Product Liability Act (ProdHaftG); this shall apply in particular, without limitation, to our liability for material defects and defects of title of the Service including, without limitation, the absence of third-party protection rights or copyrights, for the absence of errors and for deficiencies regarding the accuracy, completeness, usability, uninterrupted availability, reliability or security of the Service.

- 13.5. The aforementioned liability provisions shall apply in particular, without limitation, to be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Moreover, the aforementioned liability provisions shall apply in particular, without limitation to the same extent for the benefit of, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors.
- 13.6. The limitation period for claims arising from material defects and defects of title shall be one year from the statutory commencement of the limitation period. The statutory limitation period for other claims shall remain unaffected to the extent we are liable as per Sec. 12.4.

14. Indemnification

You agree to indemnify, defend and hold harmless Comporsys Hansa GmbH and subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

15. Term, Termination

- 15.1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms of Service for all purposes.
- 15.2. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using the Service.

- 15.3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

16. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

17. Entire Agreement

- 17.1. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 17.2. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- 17.3. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

18. Governing Law, Place of Jurisdiction

- 18.1. These Terms of Service and any separate agreements whereby we provide you the Service shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany, under exclusion of the UN sales law (CISG) and the provisions of international private law
- 18.2. Exclusive place of jurisdiction for any and all disputes arising from or in connection with the contractual relationship between us and you or with these Terms of Service shall be Wedel, Germany. However, we shall also be entitled to sue you at your general place of jurisdiction. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected.

19. Changes to these Terms of Service

- 19.1. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service at any time to the extent necessary and provided you are not disadvantaged thereby against good faith or unreasonably.
- 19.2. We will notify you of any changes in an appropriate manner, e.g. e-mail, if you have provided it, or through the App with an appropriate advance notice of at least four weeks, thereby informing you about the consequences if you do not react to such notification. If you do not agree with the revised Terms of Service, you are free to reject them; however, that means you will no longer be able to use the Service. If you do not object to changes within six weeks of our notification, your continued use of the Service means you have accepted these changes.
- 19.3. You can review the most current version of the Terms of Service at any time at or Website.

20. Contact Information

Questions about the Terms of Service should be sent to us at info@comporsys.de