

Terms of use for the local functions of the Internet Service Gateway (ISG)

of

STIEBEL ELTRON GmbH & Co. KG, Dr. Stiebel-Str. 33, 37603 Holzminden, Germany

-hereinafter referred to as STIEBEL ELTRON-

STIEBEL ELTRON provides software, hardware and web-based functions, applications and interfaces for the ISG.

For the use of functions, applications and interfaces ("online functions") not limited to the local network, a separate agreement must be concluded with STIEBEL ELTRON GmbH & Co. KG, taking into account the "Terms of use for the online functions" (available at www.stiebel-eltron.com/terms-of-use/ISG-online).

The following "Terms of use for the local functions of the ISG" only apply to the functions, applications and interfaces of the ISG ("local functions") that are restricted to the local network.

1. Prohibition of misuse of the local functions

Misuse of the local functions provided is prohibited. Misuse includes in particular interference with the local functions or access other than via the user interface provided by STIEBEL ELTRON or by deviating from the specifications issued by STIEBEL ELTRON, in particular bypassing existing security mechanisms.

The use of the local functions is only permitted within the scope of the applicable legal regulations. Throughout the duration of the user relationship, the user must comply with all of the provisions set forth in these terms of use and with the operating instructions. The user or third parties are prohibited from disrupting the technical operation of the local functions, interfering with the local functions and thereby impairing their functionality, interrupting them or violating regulations, procedures or other rules for the use of networks connected with the local functions.

2. Legal consequences of unauthorised use

If the local functions are used in an unauthorised manner and a fault occurs as a result, warranty claims against STIEBEL ELTRON are void. STIEBEL ELTRON reserves the right to assert any damages resulting from unauthorised use against the user within the scope of compensation.

3. No acquisition of copyrights or commercial usage rights

By using the local functions, the user does not acquire any copyrights or commercial usage rights to the local functions or to the content to which he/she has access.

Furthermore, the use of trademarks, brand elements or logos appearing in our local functions is prohibited.

4. Source code/exclusion of reverse engineering

The firmware of the ISG and other software required for the use of the local functions is provided exclusively in the object code. The user is not entitled to recover the source code by means of reverse engineering unless this is expressly permitted by law or this is granted in connection with open source software on the basis of special terms of use. There shall be no possibility of a claim to the source code, although this has no effect on provision of the source code for open source software.

5. Support from STIEBEL ELTRON and any other manufacturers

5.1 STIEBEL ELTRON products are generally sold through qualified contractors. Thus, these contractors are always the first point of contact for users – this does not affect any separate guarantees provided by STIEBEL ELTRON. STIEBEL ELTRON will provide the qualified contractors with the appropriate information, enabling them to offer the user comprehensive support in the event of problems relating to the local functions and ISG operated in conjunction with devices from STIEBEL ELTRON.

5.2 STIEBEL ELTRON provides the user with information for activating the ISG, including integration into the existing network, for STIEBEL ELTRON products together with the ISG, in particular in the quick guide. This and other information can also be found on STIEBEL ELTRON's website.

6. Possibility of local data retrieval by third parties

6.1 The local functions do not transfer data outside the local network.

The user is nevertheless informed (in particular if he/she has not created his/her own password for the local functions) that personal data may be retrieved if the local SERVICEWELT site is accessed from the local network or the ISG is otherwise locally used by third parties. Such third parties may, for example, include a subsequent tenant in possession of the ISG, or a tradesperson performing maintenance or repair work. This applies to the consumption values automatically collected by the device and may include any personal data provided in relation to the separately regulated online functions. Consumption data stored locally can be deleted at any time by the user him/herself by selecting the menu item for the deletion of local data. Prior to the device being used by a third party it is the user's responsibility to delete personal data by selecting the menu item for the deletion of local data. If the menu item for the deletion of local data is not selected, STIEBEL ELTRON will not be responsible for the possibility of third parties accessing personal data or the resulting consequences.

6.2 STIEBEL ELTRON points out that the user is obliged to take responsibility for checking whether he/she is entitled under data protection regulations and other aspects to access and use the data available via the local functions, in particular insofar as this concerns data from third parties (such as tenants' consumption values).

7. Modifications to the scope of functionality

The aim is to continuously develop the ISG and the local functions. Due to further developments that can be installed in the form of updates, whether by downloading from a website or by local installation (e.g. from a USB stick), both the scope of service and operation may change with regard to the local functions. STIEBEL ELTRON reserves the right to make appropriate modifications, provided that the underlying functionalities are not negatively affected. STIEBEL ELTRON will provide notification of relevant changes in a suitable form, in particular in release notes.

8. Legal information

Legal information in connection with the local functions must not be made unrecognisable, modified or removed.

9. Choice of law and place of jurisdiction; dispute resolution before a consumer arbitration board

9.1 The contractual relationship and further agreements relating to the use of the local functions of the ISG are governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG) and to the exclusion of international private law. If the user enters into a user relationship as a consumer and is, upon commencement of the user relationship, ordinarily domiciled in a country other than Germany, the application of that country's mandatory legislation shall remain unaffected by the aforementioned choice of law.

9.2 STIEBEL ELTRON is not willing and has no obligation to take part in arbitration proceedings before a consumer arbitration board.

9.3 Exclusive place of jurisdiction is in the courts of Holzminden, Germany; the place of performance is Holzminden, Germany. The foregoing rule shall not apply if the user is a consumer using the online functions solely for private purposes. In that case, the statutory rules shall continue to apply.

9.4 STIEBEL ELTRON will make these terms of use available to the user in various languages. Only the German version shall be authoritative in the event of disputes and problems of interpretation. All other language versions are purely reference versions for the benefit of the user.

10. Final provisions

10.1 In the event that individual provisions within these terms of use should be or become invalid or unenforceable, the remaining terms shall not be affected thereby. The parties shall endeavour to find a provision that best meets the legal and economic objectives of the contract to replace the invalid or unenforceable provisions. The same shall apply in the event that the parties should later discover that the provisions of these terms of use contain contractual gaps.

10.2 Unless otherwise specified, the user relationship is established electronically. STIEBEL ELTRON waives receipt of the declaration of acceptance. The offer is available in Croatian, Czech, Danish, Dutch, English, Finnish, French, German, Hungarian, Italian, Latvian, Lithuanian, Norwegian, Polish, Slovak, Slovenian, Spanish, and Swedish. The text of these terms of use is available in Croatian, Czech, Danish, Dutch, English, Finnish, French, German, Hungarian, Italian, Latvian, Lithuanian, Norwegian, Polish, Slovak, Slovenian, Spanish, and Swedish. These terms of use can be accessed at any time at www.stiebel-eltron.com/terms-of-use/isg-local or by clicking a link on the ISG website.

10.3 STIEBEL ELTRON reserves the right to unilaterally amend and/or supplement these terms of use with future effect wherever necessary to protect the legitimate interests of STIEBEL ELTRON, particularly when new functions or any legislative changes are introduced. In such an event, the user shall be informed of the amendments and/or addenda at least three months in advance. If the user does not object to the applicability of the new terms of use within two months of being notified (objection period), e.g. by sending an email to info-center@stiebel-eltron.com, the amended terms of use shall be deemed to have been accepted by the user. In its notification, STIEBEL ELTRON shall

make users aware of their right of objection and of the significance of the objection period. In the event of an objection, the user may continue to use the service in accordance with the previous version of the terms of use. In the event that no objection is received, the amended version of the terms of use shall enter into force at 00:00:01 CEST on the day stated in the notification.

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