

General terms of use for the website myherz.at

The platform myherz.at (hereinafter referred to as the “Platform”) is operated by HERZ Energietechnik GmbH, Herzstraße 1, 7423 Pinkafeld, Austria as service provider, media owner and publisher (hereinafter referred to as “myherz.at” or the “Operator”).

1. Preamble

1.1 By registering as a user (hereinafter referred to as “User”) on the platform myherz.at (hereinafter referred to as the “Platform”), you accept the following general terms of use for the commercial and non-commercial use of the Platform (hereinafter referred to as “GTU”). Any divergent arrangements must be in writing.

The Operator may modify the GTU at any time; modifications are also effective regarding existing registrations. The modified GTU will be provided on the Platform two weeks after entering into force at the latest.

If the GTU are modified in a way which is not entirely favourable, the User may object to the modification in writing within the abovementioned time limit. In such cases, the version of the GTU which was applicable until that point will continue to apply. However, the User has no right to raise an objection if the modification was done to comply with changes in the applicable legal framework.

1.2 The service offered by the Operator serves the remote maintenance and remote administration of the Operator’s controls only.

To make maximum use of the scope of service, the User must register itself and its controls on the Platform.

2. Scope of services:

2.1 Use of the Platform is free of charge. The scope of service results from the functions on the Platform.

3. Registration of Users:

3.1 The User must register before he can use the Platform.

3.2 The User must provide all data required for the registration truthfully and completely.

3.3 Each User may only register once and only create one user profile. If there

should be any change in the data entered, the User must notify these changes to the Operator promptly.

- 3.4 The User has no claim to registration. The User does not acquire any legal claim to use the Platform by registering. The Operator reserves the right to refuse to register Users without stating reasons for this and/or to delete or block existing Users. The User does not have any claims in this regard.
- 3.5 The User will not use any designations as a username which consist of swear words, insults or trademark names and/or which create the impression that the User is a representative of the Operator. Furthermore, no designations may be chosen as a username which are misleading with regard to the User's characteristics.
- 3.6 The User will keep its password secret and not give this password to third parties. The Operator will also keep the password secret. Therefore, the User is responsible for all actions taken under its username and indemnifies the Operator for any damage which is caused thereby.
- 3.7 By completing the registration process, the User makes an offer to conclude a contract on using the Platform. The Operator accepts this offer by performing the activation.
- 3.8 Because the Operator is not able to determine the identity of the natural or legal person behind a user profile, the Operator does not provide any guarantee on the actual identity of its Users.

4. Rights and obligations of the Users:

- 4.1 The User has no claim to the use of the Platform.
- 4.2 The User will only use the Platform within the technical framework provided. The User will refrain from taking any actions that jeopardise the functionality or the operation of the Platform, or the Operator's hard- and software. In particular, the User must refrain from scanning or testing any weak spots in the Operator's system or network, or circumventing security systems or access systems of the service offered, or introduce malware into the Operator's system.
- 4.3 The User grants the Operator the right to anonymously evaluate the statistical values of the User's controls.

5. Exclusion of guarantees and liability:

- 5.1 The Operator is not liable for its own actions or for the actions of its vicarious agents (except if personal injury has been caused), unless such actions are grossly negligent or intentional. There will be no compensation for third party damage claims.

The User has no claims, or claims to damages for either direct or indirect damage, financial damage or lost profit, unless the Operator is grossly at fault.

- 5.2 The Operator is not liable for any damage whatsoever which results from forwarding the User's data to third parties.
- 5.3 The Operator is not liable for saving, transmitting or correctly displaying the content transferred. Furthermore, the Operator is not liable for currency, correctness or quality, or for any effects resulting from the use or misuse of the Platform described.

The Platform is used to operate the User's controls. The Operator is not liable for results and manipulations which occur via the controls.

The Operator is not liable, and provides no guarantee, for the uninterrupted availability of the service, or for damages resulting from data loss.

6. Jurisdiction:

- 6.1 Austrian law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods and reference norms to substantive provisions of foreign law is excluded. If the User is a consumer, the court in Pinkafeld with subject-matter jurisdiction has exclusive competence to adjudicate disputes arising from or in connection with these terms and/or the use of the Platform.

7. Contact by telephone and by email:

- 7.1 The User hereby consents to being contacted by the Operator by telephone and by email for information purposes, to advertise its products and further product developments and for news purposes.
- 7.2 The User may revoke this consent at any time by sending an email to office-energie@herz.eu or calling +43(0)3357/42840-0.

DATA PROTECTION DECLARATION

1. General

- 1.1 The platform myherz.at (hereinafter referred to as the “Platform”) is operated by HERZ Energietechnik GmbH, Herzstraße 1, 7423 Pinkafeld, Austria, as service provider, media owner and publisher (hereinafter referred to as “myherz.at” or the “Operator”).
- 1.2 *The Platform* only saves and processes data within the meaning of the Austrian Data Protection Act 2000. The user consents to data being processed within the meaning of this declaration.

2. Saved data:

- 2.1 *The Platform* saves and processes the following personal data:
- 2.1.1 *User data:* All data that the user enters on the website itself (username, email address, password) is saved by the Platform together with the IP address used and the data on the user, unless the user has been deleted. The user data will be used for the purpose of operating the Platform only.
- 2.1.2 *Cookies:* A cookie is a small text file that the Platform saves on the user’s computer so that it can remember it. The Platform does not save any direct personal data to remember the user; it only saves an identification number and the IP-address.
- 2.2 *Server logs:* The IP address of the requesting computer, together with the date, time, request, what file is being requested (name and URL), what data volume is being transmitted to you, a notice on whether the request was successful, identification data of the browser and the operating system being used as well as the website from which access occurred (if this was done via a link). The server logs are saved to check system security, perform the technical administration of the website, and optimise the offer. If there has been a hacker attack, this data will be forwarded to the criminal prosecution authorities. The data will not be passed onto to any other third parties. The server logs are saved for a maximum of two months.
- 2.3 The Platform does not save or use any other data.

3. Right of revocation and right to request information

- 3.1 The user is entitled to revoke his declaration of consent at any time by sending an email to office-energie@herz.eu Revocation means that the user’s data may

no longer be processed and results in the user's profile being deleted.

- 3.2 Furthermore, the user may request information on whether, and which of, its personal data the Operator has saved by sending an email to office-energie@herz.eu.

In such cases, the Operator must provide the appropriate information to the user within 8 weeks. However, the Operator may request proof of the user's identity before providing such information.

- 3.3 The user may have its personal data, which has been saved by Operator, deleted, modified, corrected or completed at any time by sending an appropriate request by email to office-energie@herz.eu. The Platform will examine such requests by the user and (as the case may be) comply with them within 8 weeks.

4. Use of data

- 4.1 The Operator must secure the data against unauthorised access pursuant to the Austrian Data Protection Act 2000 (DSG). The Operator will only save and use the data entered and transmitted by the user to the extent set out herein. All of the user's personal data is deleted when the user is deleted.