

Terms of Use for the EVATEC AG Customer Portal

As at: March 2022

§ 1 Areas of application

1. These Terms of Use constitute rules for the use of the customer portal of EVATEC AG (hereinafter: EVATEC) by persons with access authorization to the customer portal (hereinafter: User). Each user is only ever associated with one company (hereinafter: Customer).
2. With this customer portal, EVATEC provides its customers and any interested parties with various services and information. Via the portal, activated users receive an overview of their installed base as well as service information relating to the equipment located at the customer's site.
3. Any provisions differing from these Terms of Use between EVATEC and the User require a written agreement. The written form requirement can also only be waived in writing.
4. EVATEC may amend these Terms of Use at any time with effect for the future.

§ 2 Registration/Login

1. To use the customer portal, a customer account with EVATEC and a personal user registration are required. A customer account is created during registration.
2. After requesting access, the user will be sent a link via which they can set their password. Together with a user name defined by EVATEC (e-mail address of the user), it is possible to log in to the portal after defining the password and accepting the terms of use.
3. The customer or interested party has no right to registration. EVATEC may refuse the creation of a customer account or may block the access of individual users without stating a reason or restrict it to certain parts of the customer portal.
4. The user may not disclose their password to third parties; they are obliged to keep the user name required for logging in separate from their password at all times. The user is furthermore obliged to choose a secure password and protect it from misuse. If the user discovers that their access data is being misused, they must inform EVATEC immediately. In this case, the user must change their password immediately. If the risk of misuse cannot be eliminated, EVATEC may block access to the portal.
5. If a user leaves the customer's company or if their access authorization is to end for any other reason, EVATEC must be informed immediately.
6. For security reasons, EVATEC may deactivate access data which has not been used to log in to the portal for a period of more than six months. It is nevertheless possible to reactivate a deactivated user.

§ 3 Conditions of EVATEC

1. The User may consult the information provided by EVATEC in the customer portal. They receive read-only rights for this purpose. They can neither change nor delete the information stored there. Only comments on existing service cases or on the creation of a new service case are to be processed.

2. EVATEC has the right to discontinue availability of the portal in whole or in part. Service interruptions are necessary at regular intervals due to software updates. EVATEC cannot be held liable for such interruptions in the availability of the portal.

§ 4 Obligations of the user

1. The User is liable for all activities in the customer portal that they have performed using their login data
2. On the portal, the User is prohibited, among other things, from
 - a. causing harm to other persons
 - b. using the portal for advertising or other commercial purposes

If the user does not comply with these regulations, EVATEC reserves the right to block their access to the portal immediately, as well as to delete content and material that violates the above-mentioned regulations. In the event of misuse of the portal, the User is liable to EVATEC and possible third parties, and in this respect indemnifies EVATEC against claims of third parties.

3. After each use, the User must log out of the portal. If they notice any misuse of their login data or if they suspect misuse, they are obliged to inform EVATEC immediately.

§ 5 Rights of use

1. EVATEC grants the User a non-exclusive and non-transferable right to use the information placed on the portal in accordance with EVATEC's rules.
2. The User is not allowed to transfer the information and documentation provided on the portal to third parties, either for a fee or free of charge, in full or in excerpts, unless it is expressly stated on the portal that the content is intended for publication or transfer to third parties.
3. Apart from the rights of use or other rights explicitly granted to the User herein, no further rights are granted to the User, in particular to the company name or to industrial property rights (such as patents, utility models, trademarks, etc.). Furthermore, EVATEC is not obliged to grant the user such rights

§ 6 Rights to the contents of the portal

1. EVATEC reserves the copyright and all other intellectual property rights to all pages of the portal, including the layout and the entire content.
2. The User shall comply with EVATEC's rights and, in particular, shall not modify or delete any copyright notices and/or trademark notices and/or other information in the content.

§ 7 Remuneration

EVATEC provides the portal to its customers as a free service, but reserves the right to make new modules or services available only for a fee.

§ 8 Liability

1. Viruses. EVATEC makes every effort to keep the portal and the web pages therein free of viruses and other malware. However, EVATEC cannot guarantee freedom from viruses. The User shall therefore ensure appropriate security measures, in particular the use of an up-to-date virus scanner, prior to downloading, both for its own protection and to prevent the introduction of malware into the Portal.
2. EVATEC does not assume any warranty, guarantee or liability for the correctness, validity or completeness of the information posted on the portal.
3. EVATEC is liable without limitation
 - in the event of intent or gross negligence;
 - for injury to life, limb or health;
 - in accordance with the provisions of the Product Liability Act as well as
 - to the extent of any warranty assumed by EVATEC.

In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), EVATEC's liability shall be limited in amount to the damage that is foreseeable and typical according to the nature of the transaction in question. No further liability of the seller exists.

§ 9 Personal data and usage statistics

EVATEC observes the data protection regulations according to the GDPR when collecting, using and processing personal data of the User. For more information, please see the privacy information (<https://evatecnet.com/home/privacy-cookies>)

In order to improve the services provided via the portal, EVATEC reserves the right to automatically collect statistics on the frequency and type of use of various portal functions and to evaluate these statistics.