

## General Terms and Conditions and End User Licensing

Version 2, October 2021

### A. General License Terms and Conditions

#### 1. Scope of application, exclusion of deviating terms and conditions of business

- 1.1. The following General License Terms and Conditions, and End User Licensing Agreement (hereinafter jointly referred to as "**EULA**") govern the contractual relationship between emteria GmbH, Ahornstraße 55, 52074 Aachen, Germany (hereinafter referred to as "**emteria**") and individuals, companies or legal entities that order and use any of the licensed software products developed by emteria (hereinafter referred to as "**Software**"; hereinafter referred to as "**User**"; hereinafter referred to individually as "**Party**" and jointly as "**Parties**").
- 1.2. The validity of general contractual or business terms and conditions of the user is expressly excluded. This shall also apply if emteria has not expressly objected to the user's terms and conditions and/or if emteria renders services without objection.
- 1.3. The version of the EULA valid at the time of conclusion of the contract shall apply.
- 1.4. The user's personal data is protected in accordance with the provisions of the German Data Protection Act (BDSG) as well as the General Data Protection Regulation (GDPR) of the European Union. The data protection declaration available at <https://emteria.com/privacy-policy> shall apply.

#### 2. Contractual object

- 2.1. emteria shall provide the software emteria.OS to the user on a permanent basis. The software is an operating system for embedded and mobile devices based on the Android Open Source Project.
- 2.2. emteria shall provide additional connected services, offered through emteria.com, mdm.emteria.com, or other web sites, associated links and/or any other online communication method (hereafter referred to as "**Portal**") or offline software components (hereafter jointly referred to as "**Connected Services**"). Connected services may include data hosting, device or fleet management, software updates and upgrades as well as accompanying consultancy, manual(s), packaging and other written files, electronic or online materials, documentation and user interfaces, and any copies of such software and its materials.
- 2.3. The software and the connected services are not free and must be licensed for each device separately. The software and the connected services are subject to fees in accordance with Section 10 of this EULA.
- 2.4. The user acknowledges that the software may contain Open Source Software (hereinafter referred to as "**OSS**") or OSS components, which may be subject to separate license terms. emteria provides the user with a copy of relevant license terms either as part of software or as part of the documentation.
- 2.5. The software and connected services may only be used by the user to the extent of the rights of use acquired in accordance with Section 3 of this EULA under the terms and conditions agreed to in this EULA. Without prejudice to obligations of emteria resulting from OSS licenses, the user does not acquire any rights to the source code of the software.
- 2.6. The software is intended to be pre-installed on hardware products (hereinafter referred to as "**Product Solution**") by a hardware vendor with a prior written consent of emteria (hereinafter referred to as "**Contractual Partner**"). The user may also install the software on his end device himself in accordance with Section 7 of this EULA.
- 2.7. Unless expressly designated as such, representations on the emteria website do not constitute a guarantee of quality.

#### 3. Granting of rights

- 3.1. emteria grants the user a non-exclusive, non-transferable, non-sublicensable and revocable right to use the software (hereinafter referred to as "**Software License**"), which is unlimited in terms of space and limited in content in accordance with the provisions of this Section 3 either with full payment of the remuneration pursuant to Section 10 or with a purchase of a product solution with pre-installed software from emteria's contractual partners. The software license entitles the user to install the

software in object code on a single end device or to embed it into a product solution and to use it in accordance with its intended purpose. As soon as a software license has been activated on an end device, the right of use is limited to use on that specific end device.

- 3.2. emteria grants the user a non-exclusive, non-transferable and revocable right to market the product solution with pre-installed software, provided that the user:
  - a. distributes the software only in conjunction with and as a part of the product solution that is designed to operate with compatible hardware;
  - b. does not use any emteria names, logos, or trademarks to market his product solutions, unless emteria has given its prior written consent;
  - c. invests reasonable efforts to ensure that all end users of the solution agree to comply with this EULA for the software and connected services;
  - d. agrees to notify emteria after becoming aware of any actions violating the terms of this EULA without undue delay.
- 3.3. When receiving the software embedded into, pre-installed on, as part of, or as add-on to a product solution, the user does not purchase the software itself, but receives a right to use the software and connected services in combination with the corresponding product solution in accordance with this EULA. However, the purchase of any accompanying or associated hardware may be governed by additional terms of the respective vendor or emteria's contractual partner company.
- 3.4. The contractual use of the software includes the installation as well as the loading, viewing and running of the installed software. The user may copy the software if the respective duplication is necessary for the use of the software. The necessary duplications include, in particular, the installation of the software on the target end device as well as the loading of the software into the working memory.
- 3.5. In addition, the user can make a duplication of the software for backup purposes. The user may create backup copies of the software to the necessary extent. Backup copies must be identified as such and marked with the copyright notice of emteria.
- 3.6. The user's right to the software provided by the download link is exhausted in the same way as if the user had received the software on a physical data carrier or as part of a product solution.
- 3.7. Unless emteria has given its prior written consent, the user is not authorized to:
  - a. transfer the software from one computer to another hardware via a network or other data transmission channel, if the transfer is not covered by the scope of this EULA;
  - b. remove copyright notices, serial numbers and other features used to identify the software and the corresponding product solution it was originally installed on;
  - c. edit, modify, translate, reverse engineer, decompile and disassemble the software;
  - d. make the software or its backup copies available to third parties other than as part of the product solution;
  - e. sell, lend, rent or sublicense the software, the connected services or any portion thereof apart from the product solution.
- 3.8. The user acknowledges that the OSS is subject to the terms of the respective third-party OSS license and agrees that the OSS license only applies between him and the applicable licensor of the OSS. To the extent there is a conflict between the license terms covering the OSS or OSS components and the terms of this EULA, the terms of such licenses shall apply in lieu of this EULA. In case the terms of the applicable OSS licenses prohibit any of the restrictions in this EULA, such restrictions will not apply to respective OSS and OSS components. In case the terms of the applicable OSS licenses require emteria to make an offer to provide source code of such OSS in connection with the software, such offer is hereby made. emteria provides the user with the source code of the respective OSS and OSS components upon the user's written request, for a fee covering the cost of physical data carrier and delivery.

- 3.9. Without prejudice to obligations of emteria resulting from OSS licenses, emteria shall remain the owner of all rights to the software and the source code, even if the user modifies the software or combines the software with its own applications or those of a third party.
- 3.10. If emteria provides the user with supplements (e. g. patches) or a new version of the software (e. g. update, upgrade) within the scope of the warranty, these are subject to the provisions of this EULA.
- 3.11. In the event of an irreparable defect and as a result the replacement of the end device on which a software license has been installed and activated manually by the user, the user may apply in writing to emteria for a free replacement of the software license by providing the original order confirmation or invoice. With written approval of the replacement software license, the previous software license for the defective end device expires. In this case, the user must immediately give up using the software and remove all installed copies of the software from his defective hardware. Should it be impossible to remove the software from the defective end device, emteria shall be granted the right to demand an affidavit from the user instead of the complete deletion of the software. emteria reserves the right to refuse requests for the provision of a replacement software license in case of suspicion of misuse or intentional or grossly negligent causing of the defect on the end device.
- 3.12. Any ambiguities or gaps must be evaluated and interpreted based on the purpose of the contract in accordance with § 31 (5) of the German Copyright Act.

#### **4. Evaluation version – Granting of rights and warranty**

- 4.1. emteria provides the user with a limited version of the software (hereinafter referred to as "**evaluation version**") for testing purposes. The evaluation version can be converted into a full version of the software at any time in accordance with the provisions of Section 7.2.
- 4.2. emteria grants the user a simple, temporally and spatially unlimited right to use the evaluation version.
- 4.3. Sections 3.4 to 3.10 apply for the evaluation version correspondingly.

#### **5. Conclusion of the contract**

- 5.1. The user assures that he is of legal age and has unlimited legal capacity and that he has the appropriate power of representation if he acts as a representative.
- 5.2. The user can download the evaluation version free of charge by registering and creating a user account in accordance with Section 16.
- 5.3. The legally binding agreement between the user and emteria on the purchase of the software or connected services against payment according to the information on the website of emteria is made exclusively in accordance with the provisions of Section 5.4. Alternatively, the legally binding conclusion of the EULA may be part of an additional enterprise contract between the user and emteria according to Section 5.5.
- 5.4. The user can purchase a connected service plan on the website of emteria as follows:
  - a. The information contained in advertisements and on the website of emteria is subject to change, is non-binding and does not constitute an offer by emteria, but merely a request for the submission of a corresponding offer (invitatio ad offerendum).
  - b. Plan prices for connected services indicated on the emteria website are quoted in Euro and include VAT.
  - c. The user selects one of the connected services plan offers (hereinafter referred to as "**plan**") and a number of licenses to purchase, fills out the following order form with details - e. g. billing address and payment method - and provides the corresponding data requested in the respective order form.
  - d. The further order flow depends on the respective process of the payment service provider selected by the user. In general, the user has the possibility to check and correct his data. For this purpose, the respective payment service provider shall provide the user with appropriate, effective and accessible technical means so the user can identify and correct input errors prior to the binding order. The user can cancel the booking process by closing the browser window.

- e. By pressing the order button (e. g. named as "pay", "pay now", "buy" or "subscribe"), the user submits a legally binding offer to emteria for the conclusion of an end user license agreement under the conditions stated on the emteria website.
  - f. The acceptance of the offer by emteria takes place in text form by sending a booking confirmation within 24 hours after receipt of the offer. After unsuccessful expiration of the 24 hours, the user's offer is deemed to be rejected.
  - g. emteria saves the contract and sends the user the order data and this EULA by e-mail. The current EULA can also be viewed on the emteria website at any time.
- 5.5. An enterprise contract can be concluded in written form between the user and emteria based on following terms:
- a. The initial term of the enterprise contract shall be three (3) years from the start date. During the initial term, termination of the contract by the user is excluded.
  - b. The enterprise contract shall automatically renew for consecutive two (2) years term without the need for prior confirmation.
  - c. The user grants emteria the right to use the name and the logo of the company manufacturing the product solution as a customer reference on the emteria website and in marketing materials. Withdrawal of this permission shall be in writing and must be well justified.
  - d. Any dispute or disagreement with respect to the interpretation of this EULA or the performance by emteria or user hereunder must be submitted in the written form by either party. Each party will appoint a designated officer to resolve the dispute in good faith or to negotiate in good faith an adjustment to this agreement without the necessity of any formal proceeding. The parties agree that no formal proceeding for the judicial resolution of such dispute may be commenced until 30 days have passed from the initial written request to attempt to resolve the dispute.
  - e. Both parties may terminate the enterprise contract within 3 months' notice before the end date of the current term. The notice of termination must be in writing.

## **6. Right of withdrawal**

- 6.1. If the user is a consumer, i.e. a natural person who concludes a legal transaction for a purpose that cannot be attributed to his or her commercial or self-employed professional activity and has acquired the software exclusively by means of distance communication (e. g. by letter, catalogue, e-mail or Internet), he or she is entitled to a right of withdrawal in accordance with the following provisions.
- 6.2. The user's right of withdrawal from the online purchase shall expire if the user has expressly agreed that emteria shall commence execution of the contract before the expiry of the cancellation period and has confirmed his knowledge that he loses his right of withdrawal by his consent with the commencement of execution of the contract.

### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (emteria GmbH, Ahornstr. 55, 52074 Aachen, [info@emteria.com](mailto:info@emteria.com)) of your decision to withdraw from this contract by an unequivocal statement (e. g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send the notice concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, emteria shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 30 days from the day on which we were informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless both parties have expressly agreed otherwise; you will not incur any fees as a result of such reimbursement.

### Model withdrawal form

If you wish to withdraw from the contract, please complete and return this form to emteria GmbH, Ahornstr. 55, 52074 Aachen, Germany, [info@emteria.com](mailto:info@emteria.com)

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*): [Please complete]

Ordered on (\*)/received on (\*): [Please complete]

Name of consumer(s): [Please complete]

Address of consumer(s): [Please complete]

Signature of consumer(s) (only if this form is notified on paper): [Please complete]

Date: [Please complete]

(\*) Delete as appropriate.

## 7. Transfer and download of the software

- 7.1. The software is transferred by providing a download link of an installer via which the evaluation version of the software can be installed. The installer can be downloaded after logging in to the emteria portal. Access to the portal requires the prior opening of a user's account on the emteria website in accordance with Section 16.
- 7.2. If the user has purchased a paid version of the software, emteria shall provide the user with a license key for the software in the emteria portal. Access to the portal requires the user to open a user's account on the emteria website in accordance with Section 16. The user can activate the paid version of the software and enable the connected services by entering the license key in the evaluation version of the software or by embedding it into the product solution.
- 7.3. emteria is entitled to partial deliveries and partial services to a reasonable extent.

## 8. Entitlements of emteria

- 8.1. emteria is entitled, but not obliged, to make changes and improvements to the software or connected services or cloud solutions or to system requirements.

- 8.2. emteria is entitled, but not obliged, to maintain and extend product documentation for its software and connected services and provide service level agreements for customer support.

## 9. Obligations of the user

- 9.1. The user shall take reasonable precautions in case that the software does not work properly in whole or in part. He will thoroughly test the software for its usability for its intended purpose before using it operationally.
- 9.2. The user shall backup and secure his data in accordance with the current state of the art. He ensures that the current data from machine-readable backup databases is reproducible with justifiable effort.
- 9.3. The user is obliged to keep the software secured so that unauthorized access or unauthorized copying is prevented.
- 9.4. The user is prohibited from circumventing technical measures of software protection.
- 9.5. The user may not export or re-export the software or portions thereof to any country, person or entity in violation of any applicable law or regulation. The user further agrees not to use the software for any purposes prohibited by law or regulation.

## 10. Remuneration, fees, terms of payment

- 10.1. emteria shall be entitled to amend the pricing, by giving prior written notice at least 60 days before the effective date of the change.
- 10.2. The applicable fee for the connected services is charged in advance in annual payment intervals (hereafter referred to as "**Billing Period**") unless agreed otherwise. All fees are non-refundable, i.e. there are no refunds or credits for periods where the user did not use the connected services, used it only partially, cancelled the billing of the connected services or terminated this agreement before the end of an ongoing payment interval.
- 10.3. The prices for connected services plans are provided per device per billing period. Purchased plans will automatically renew at the end of the billing period triggering the next payment unless it was cancelled by the user. Connected services plans can be cancelled by means of emteria portal or by notifying emteria thereof in writing at least 60 days before the end of the plans' billing period.
- 10.4. If a connected services plan is cancelled, it remains active and usable until the end of the current billing period. The account remains unaffected.
- 10.5. Payment of the remuneration is either made automatically against prepayment by means of the payment methods offered on emteria's website or within 14 days after receiving the invoice for the active enterprise contract. emteria reserves the right to exclude certain payment methods. All receivables are due on receipt of the invoice and are payable without deduction. Any payment fees of both parties shall be borne by the user.
- 10.6. The user shall be deemed to be in arrears without further declarations by emteria if he has not paid within 14 days of the due date and receipt of the invoice. The user will reimburse emteria for any costs and expenses related to overdue payments. In case of payment failure, emteria may suspend, terminate or delete the connected services plan or the user account at any time without prior notice.
- 10.7. A balancing by the user is excluded, unless the counterclaim of the user is undisputed or legally established.
- 10.8. Any disputes regarding any charges must be submitted to emteria in writing within 30 days of such charge. Otherwise, such dispute will be waived and such charge will be final and not subject to challenge.

## 11. Limitation of warranty

- 11.1. During the statutory warranty period, emteria warrants that the functionality of the software is essentially in accordance with the software specification.
- 11.2. emteria neither warrants that the software complies with the user's requirements nor that the operation of the software will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. emteria does not assume any warranty for the suitability of the software for a specific purpose, unless otherwise stated in the

specification of the software. Properties stated in the specifications of the software or other documentation do not constitute guarantees unless expressly designated as such.

- 11.3. The user shall cooperate and provide emteria with assistance and required debugging information whenever possible to resolve warranty claims. This includes, but is not limited to, providing system and application logs, detailed action descriptions, test setup and application data. emteria explicitly excludes any guarantees for the operation of third-party applications or software components installed by the user.
- 11.4. In the event of a warranty claim, emteria shall, at its own discretion, remedy defects in the software by means of error correction, replacement procurement or releases of an updated version of the software. emteria shall be entitled to three attempts to remedy the defect. If emteria does not succeed in remedying the defects within a reasonable period of time, the user is entitled to a reduction of the remuneration (hereinafter referred to as "**Reduction**"). In the event of a material defect, the user is entitled to withdraw from the contract instead of a reduction in price.
- 11.5. The user is not entitled to any warranty claims,
  - a. if he misuses the software or does not use it for its intended purpose, or
  - b. if he modifies the software without the prior written consent of emteria, or
  - c. if problems or errors are caused by the software being used with programs that are incompatible with the software,
  - d. unless the user proves that the defect is due to the software.
- 11.6. If the user is an entrepreneur according to Clause 14 German Civil Code, the limitation period for all warranty claims is one year beginning with the delivery or provision of the software.

## **12. Limitation of liability**

- 12.1. Subject to the further provisions of this Section 12, emteria shall only be liable if and to the extent that emteria, its legal representatives, executives, employees or other vicarious agents are guilty of intent or gross negligence. However, in the event of a debtor's default by emteria or the impossibility of performance for which emteria is responsible, or in the event of a breach of essential contractual obligations (so-called cardinal obligations), emteria shall be liable for its own culpable conduct or that of its legal representatives, executives, employees or other vicarious agents. Essential contractual obligations in this context are abstractly defined as such obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the user relies and may rely on a regular basis.
- 12.2. Except in the case of intent or gross negligence on the part of emteria, its legal representatives, executives, employees or other vicarious agents, the liability of emteria is limited in amount to the damages typically foreseeable at the time of conclusion of the contract.
- 12.3. emteria is only liable for the recovery of data and other damages due to loss of data in the amount of the typical recovery effort, and only if the user has ensured that these data are reproducible with reasonable effort in the sense of proper data processing from regular and risk-adequate backup database copies provided by user in machine-readable form.
- 12.4. The disclaimers and limitations of liability provided for in Sections 12.1, 12.2 and 12.3 above shall not apply in the case of express guarantees, claims due to lack of warranted characteristics and for damages resulting from injury to life, limb or health as well as in the case of mandatory statutory regulations. Furthermore, in the event of a debtor's default by emteria, the limitations of liability provided for in Section 12.2 shall not apply to claims for interest on arrears, to the lump sum for default in accordance with § 288 (5) of the German Civil Code (BGB) or to compensation for damage caused by default, which is based on the costs of legal proceedings.

## **13. Cross indemnity**

- 13.1. The parties agree to indemnify, defend and hold harmless the other from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees and expenses arising out of negligent acts or omissions of the indemnitor and/or the performance or non-performance of the indemnitor's representations and work as agreed to by the parties pursuant to this agreement.

- 13.2. If a party (the “indemnitee”) seeks to enforce rights under this section it shall notify the other (the “indemnitor”) promptly and shall provide the indemnitor full opportunity to control the defense and settlement of any claim or action giving rise to the indemnitee’s claim. The indemnitee shall have the right to participate in such defense and negotiations to the extent the indemnitor for purposes of this section, each party consents to jurisdiction in any form in which a claim may be asserted against the indemnitee.

#### **14. Language, applicable law, general provisions**

- 14.1. The language of the contract is German. In the event of differing interpretations of the texts provided by emteria for this EULA in German and English, the German version shall prevail.
- 14.2. This EULA and the end user license agreement and the contract of use regulated therein are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 14.3. If the user is a merchant in terms of German commercial law, a legal entity under public law or a special fund under public law, then emteria's registered office is the exclusive place of jurisdiction for all legal disputes arising from or in connection with the EULA. In all other respects, the statutory courts of jurisdiction shall apply.
- 14.4. In relation to entrepreneurs in the sense of § 14 (1) German Civil Code, the place of performance is the registered office of emteria.
- 14.5. The software and connected services may contain applications and links to sites, which are owned or operated by third parties. emteria shall not be responsible for the content or for products or services offered by third parties. The user is aware that individual applications, third-party services or other material may include supplementary terms and conditions.
- 14.6. If one of the parties is prevented from fulfilling its obligations from this agreement by force majeure, such as war, severe flood, fire, typhoon, earthquake, global pandemics or in other cases which may be recognized as force majeure according to international practice, the period for fulfilment of the agreement shall be extended by a period corresponding to the effects of such cases. Neither party shall make any claim for any damage incurred as a result.
- 14.7. Failure of either party to enforce any provision(s) of this agreement or to require performance by the other party of any provision(s) hereof shall not be construed to be a waiver of such provision(s), or to affect the validity of this agreement or any part hereof, or the right of either party thereafter to enforce each provision in accordance with the terms of this agreement.
- 14.8. Termination of this agreement shall not affect or impair the obligations, duties, rights, and liabilities of the parties hereto in any respect relating to any transaction or event occurring prior to such termination. Without limiting the foregoing, all provisions relating to protection of ownership interests, confidentiality, and indemnification shall survive any termination or expiration of this agreement.
- 14.9. In case individual provisions of this EULA become invalid, this shall not affect the validity of the remaining provisions. Void or ineffective provisions shall be replaced by such effective provisions that come as close as possible to the economic purpose of the ineffective provision.

#### **15. Amendment to this EULA**

- 15.1. Changes to this EULA must be made in writing. There are no ancillary agreements.
- 15.2. emteria reserves the right to change this EULA at any time without giving reasons unless the change is unreasonable for the user. emteria will inform the user about changes of the EULA immediately by e-mail. If the user does not object to the validity of the amended EULA within a period of four weeks after receipt of the amended EULA, the amended EULA shall be deemed to have been accepted by the user. emteria shall inform the user of the period and its meaning separately in the e-mail announcing the changes.

**B. Conditions for the use of the portal****16. Registration-, conclusion of the license agreement**

- 16.1. The complete use of the portal requires registration and the creation of a user account (hereinafter referred to as "**Account**").
- 16.2. Registration is only possible by using the process provided on the emteria website. To accomplish this, the user must first enter his or her e-mail address. emteria will then send the user a confirmation e-mail to verify the e-mail address. By clicking on the link, the user confirms his e-mail address and reaches the electronic registration form (hereinafter referred to as "**Registration Form**"). The user has to fill in the registration form for the final registration and submit it by clicking the button "Finish registration". Before submitting the registration form, the user can check all the data previously entered by him and, if necessary, correct it by entering other data or delete the data entered in the respective input field. Registration is only possible if
- a. the user has consented to the validity of this EULA and
  - b. the data privacy declaration.

The registration form can therefore only be sent if the user has declared his or her consent by setting the corresponding checkbox.

- 16.3. Registration is only permitted for natural persons with unlimited legal capacity, legal entities and partnerships and only in their own name and for their own account. Minors in particular are not allowed to register. Each user may only register once. An account must be created for each user. An account is not transferable.
- 16.4. By submitting the registration form the user submits a legally binding offer to emteria to conclude a contract of use in accordance with this EULA (hereinafter referred to as the "**Contract of Use**"). emteria can accept this offer by sending a confirmation of registration with a copy of this EULA and any further customer information in text form to the user's e-mail address. In this way, the contract of use is concluded between the user and emteria.
- 16.5. The user is obliged to provide truthful and complete information on the information requested during registration and otherwise in accordance with the EULA within the framework of registration and use of the portal. Changes of the contact data (in particular the contact data used during registration) as well as other data of the user must be communicated to emteria immediately and without being asked. The notification can be made by updating the corresponding information in the account. If this is not possible, the updated information can be sent to emteria by e-mail.
- 16.6. When registering or using the portal, emteria reserves the right to request further information from the user or information that deviates from the provisions of this Section 16, as well as evidence for the purpose of verifying the user's information, insofar as this is necessary for legal reasons. The same applies if there are justified doubts about the completeness or correctness of the information provided by the user.
- 16.7. There is no entitlement to the conclusion a contract of use. emteria reserves the right to refuse registration without giving reasons.

**17. Confidentiality**

- 17.1. The user is obliged to keep the login data, passwords, etc. secret and not to pass on his access data to unauthorized third parties and to log out after each session. Declarations and actions that are made or committed after logging in with the user's password and e-mail address can also be attributed to the user even if he/she is not aware of this. An attribution shall be made in particular if the user intentionally or negligently provides third parties (including family members) with access to the password or account. The user must inform emteria immediately as soon as he becomes aware that unauthorized third parties have access to and knowledge of the access data.
- 17.2. In the event of a reasonable suspicion that access data became known to unauthorized third parties, emteria is entitled, but not obliged, for security reasons to change the access data independently without prior notice or to block the use of the account. emteria shall inform the user immediately and, upon request, provide new access data within a reasonable period of time. The user has no claim to have the original access data restored.

**18. Account use, sanctions**

- 18.1. The user is obligated:
- a. not to take any actions that could block, overload or impair the proper functioning or appearance of the portal (e. g. denial of service attacks)
  - b. not to use automated mechanisms (such as bots, robots, spiders or scrapers) to collect content or information from the portal or to access the portal in any other way, unless express prior permission has been obtained from emteria or such use is within the scope of this EULA.

- 18.2. If the user violates the EULA or legal regulations, emteria can:
- a. warn the user;
  - b. restrict the use of the portal for the user, in particular exclude a user temporarily or permanently from access to the portal or individual functions;
  - c. terminate the contract of use without prior notice;
  - d. time limit or permanently block the account;
  - e. prohibit the user from creating new accounts under his or her name or under a new name after the deletion of his original account.

These sanctions may be imposed by emteria without prior notice and without consultation with the user, even against the user's expressed will. emteria shall inform the user of the corresponding sanctions by e-mail.

- 18.3. In particular, emteria can permanently exclude a user from using the portal (final blockage) if the user
- a. provided incorrect personal information or did not update the data as required;
  - b. transfers his account without authorization;
  - c. uses the software beyond the rights granted in Section 3, or
  - d. abuses services of emteria.

A final blockage is also possible if another important reason exists.

- 18.4. After a user has been blocked, there is no right to restore the blocked account. All licenses and subscriptions associated with the account will be deactivated. As soon as a user has been blocked, this user is not allowed to create or log in with another account.

**19. Duration and termination of the account**

- 19.1. The contract of use for the portal is concluded for an indefinite period.
- 19.2. Both parties may terminate the contract of use with 30 days' notice to the end of the month. An e-mail to emteria, a written notice to emteria or the deletion of the account in the portal is sufficient for the notice of termination.
- 19.3. The right to terminate the contract of use for important reason remains unaffected.