

# GENERAL TERMS AND CONDITIONS



## NOTE

Please read these terms of use carefully. If you do not accept our terms of use, you will not be allowed to use our services.

## CONTENT

- Note and Content ..... 1
- 1. Scope of Application, Conclusion of the Agreement ..... 2
- 2. Services and Rights of MDT ..... 2
- 3. Rights and Obligations of the Customer ..... 2 - 3
- 4. Prices, Invoicing and Terms of Payment ..... 3
- 5. Liability and Warranty of MDT ..... 4
- 6. Liability and Warranty of the Customer ..... 4
- 7. Data Protection ..... 4 - 5
- 8. Confidentiality ..... 5
- 9. Contract Duration, Contract Extension and Termination ..... 5
- 10. Further Provisions ..... 5

## 1.

### SCOPE OF APPLICATION, CONCLUSION OF THE AGREEMENT

#### 1.1

These General Terms and Conditions (hereinafter referred to as „GTC“) regulate the mutual rights and obligations between mdt Medientechnik GmbH, D-54340 Longuich (hereinafter referred to as „MDT“) and its customers (hereinafter referred to as „Customer“) who use the services of MDT. With his consent (in writing or electronically) or with the use of the service, the customer accepts the GTC.

#### 1.2

Agreements that deviate from these GTC, including this written form clause, must be made in writing. The GTC shall only apply to entrepreneurs. mdt Medientechnik GmbH will not conclude any contracts according to these GTC with consumers in the sense of § 13 BGB. Further information about the communication data and the legal representatives of mdt Medientechnik GmbH can be found in the imprint.

#### 1.3

Other regulations in individual contracts between the parties take precedence over these GTC.

## 2.

### SERVICES AND RIGHTS OF MDT

#### 2.1

MDT provides services to the customer on servers connected to the Internet (hereinafter referred to as „service“). Current brochures, the offer conditions and the website of MDT provide information about the scope of the service of MDT.

#### 2.2

Within the scope of its operational resources, MDT shall endeavor to provide the Services around the clock without disruption or interruption.

#### 2.3

The Internet is a worldwide system of independent, interconnected networks and computers. MDT only has influence on those systems that are in its network and therefore cannot guarantee error-free services.

#### 2.4

MDT has no influence on the availability and functionality of third-party services, such as Pixabay, Youtube and social networks such as Facebook, Instagram, Twitter, etc., and the operability of the services can

therefore not be guaranteed.

#### 2.5

The customer will be informed in time, if possible, about foreseeable interruptions to operations such as maintenance work, troubleshooting, expansion of services, etc.

#### 2.6

MDT may adjust the service at any time for factual reasons. Changes to the service come into effect upon informing the customer by e-mail or by any other suitable means. Customers agree to the applicable version by using the service.

#### 2.7

If MDT is notified by a competent authority of the illegal use of the service, or if such use is obvious or if there is a considerable suspicion of such use, in particular due to the tip of a third party, MDT may warn the Customer, require the Customer to use the service in accordance with the contract, suspend the service for an indefinite period of time and/or terminate the contract without notice or compensation.

#### 2.8

MDT shall carry out measures to resolve malfunctions and defective services, unless circumstances beyond MDT's control prevent their correction.

#### 2.9

MDT may rely on the services of third parties nationally and internationally for the fulfillment of tasks and have parts of the service provided by subcontractors.

## 3.

### RIGHTS AND OBLIGATIONS OF THE CUSTOMER

#### 3.1

The use of the service requires that a functioning Internet connection and the network infrastructure necessary for operation is available at the customer's location.

#### 3.2

MDT grants the Customer the simple, non-exclusive, non-sublicensable and non-transferable right to use the software in the agreed license type and for the intended use for the term of the contract. The customer is not entitled to edit or reproduce the software. However, the customer is permitted to install the player software on the players in order to use additional licenses. It is expressly prohibited to use more than



four output media (e.g. screens) per player license (e.g. in the case of multiscreen). Any other use of the software requires the express written permission of MDT.

### 3.3

MDT reserves the right to take measures it deems appropriate in the event of a concrete indication of improper use, to warn the customer and to encourage proper use. In this case, MDT is entitled to suspend the service for an indefinite period of time and/or to terminate the contract without notice and without compensation.

### 3.4

The customer shall be responsible for the content of the information that he himself transmits, processes or disseminates through MDT and that third parties transmit, process or disseminate with his consent through MDT. MDT shall not be liable for the use of images/videos that violate the rights of third parties (in particular copyright and trademark rights). Sufficient rights of use must exist in advance for uploaded content. By uploading photos/videos, the customer confirms that sufficient rights of use exist for the use or publication of the content via this platform. If photos/video are used by reference partners, permission must be obtained in writing beforehand. In the case of photos/videos in which other persons are recognizable in addition to yourself, their consent to the publication of the photo/video is also required. The customer shall indemnify MDT against all claims of third parties in connection with the uploaded photos/videos.

### 3.5

Legal regulations of Germany and foreign countries are to be followed when using the service. The customer undertakes not to distribute illegal or immoral content via the systems of MDT.

### 3.6

MDT reserves the right to block the service for the customer if his user behavior impairs the operational safety of the service.

### 3.7

The customer shall ensure that access data to MDT's systems are not made known to other persons and that information about them is not accessible. Passwords shall be changed at irregular intervals. The customer shall protect his systems, devices and data (incl. programs) against access and manipulation by third parties. He shall take measures against unauthorized access to third-party systems.

### 3.8

MDT shall be entitled to take measures to prevent or eliminate malfunctions and to oblige the customer to take measures at his location. If a malfunction cannot be remedied in any other way, the customer shall modify the system or cease its operation at its own expense.

### 3.9

The customer shall pay the applicable fee for the service.

## 4.

### PRICES, INVOICING AND TERMS OF PAYMENT

#### 4.1

The fees for the service shall be based on MDT's current price list. Unless otherwise stated, all prices are in euros exclusive of value added tax.

#### 4.2

The payment obligation begins with the activation of the service by MDT. If the customer simultaneously obtains terminal equipment for the use of the service from MDT, the payment obligation shall commence no earlier than three working days after delivery of the terminal equipment.

#### 4.3

MDT shall invoice the customer in advance for the agreed duration. The invoice shall be paid by the date specified on the invoice form.

#### 4.4

In the event of default in payment, MDT may discontinue operation of the service and/or terminate the contract without notice or compensation.

#### 4.5

MDT reserves the right to change prices at any time. MDT shall announce any price changes in time so that the customer can terminate the contract within the notice period. Without written notice of termination within this period, the changes shall be deemed to have been approved by the customer.

#### 4.6

The customer may not set off claims against MDT against debts owed to MDT.



## 5. LIABILITY AND WARRANTY OF MDT

### 5.1

MDT shall not be liable for any claims or damages due to loss of data, delays, etc., incurred by the customer or the customer's customers due to the provision or transmission of their data or other information on the Internet or due to the inability to access the Internet or to send and receive information.

### 5.1

MDT is not liable for any costs incurred by the customer as a result of data transmissions, particularly those associated with downloading content. This includes repeated or automated downloads triggered by technical conditions. The customer is solely responsible for ensuring that adequate internet connections and sufficient data volumes are available and agrees to monitor data usage to avoid unexpected costs. When using mobile data connections through telecommunications providers, the customer must ensure that an appropriate cost cap is in place to prevent excessive charges.

### 5.3

MDT assumes no liability for misuse and damage by third parties, for security defects in the telecommunications, cable and satellite network and the Internet and for the costs of repair and support services.

### 5.4

MDT shall not assume any liability for interruptions in service that serve to rectify faults, for maintenance, for the conversion of the infrastructure, for the introduction of new technologies or for similar purposes.

### 5.5

In the event of breaches of contract which have not already been expressly excluded from liability, such liability shall be limited to damage caused by MDT intentionally or negligently. In any case, MDT's liability shall be limited to the direct damage or up to the equivalent value of the service received. In no case, however, shall MDT be liable for consequential damages and lost profits.

### 5.6

MDT also guarantees trouble-free functioning of the agreed service for 99% of the contract period. Excluded from this guarantee, however, are cases in which force majeure prevents or impairs the provision of the service, as well as in the case of the existence of the above clauses 5.1, 5.2, 5.3 and 5.4.

### 5.7

For devices manufactured by third parties and distributed by MDT, the warranty conditions of the manufacturer shall apply in principle.

## 6. LIABILITY AND WARRANTY OF THE CUSTOMER

### 6.1

The Customer shall be liable for the use of the Service and the software preinstalled thereon at its own risk.

### 6.2

Should MDT, a manager or employee of MDT be prosecuted and/or held responsible under criminal, civil or administrative law due to the illegality of the information transmitted by the customer, the customer shall be liable for the damage. Claims for satisfaction remain reserved.

## 7. DATA PROTECTION

### 7.1

When processing personal data, MDT shall comply with the Data Protection Act. Only data that is required for the achievement and maintenance of the service, for technical operational security and for invoicing shall be stored and evaluated.

### 7.2

MDT undertakes not to sell the customer's data to third parties or to make it available to them. Excepted from this is the transfer of data for collection purposes.

### 7.3

MDT reserves the right to disclose the data and identity of the customer at the request of third parties in order to establish illegal or immoral acts. In particular in the event of the occurrence of a case according to clauses 3.3, 3.4, 3.5, 3.6.

### 7.4

MDT shall take economically reasonable, technically possible and proportionate measures to secure the service.



## 7.5

The customer agrees that his personal information provided to MDT may be used by MDT for advertising purposes for services or products of MDT and that MDT may draw the customer's attention to offers of interest to him. All personal information shall be treated confidentially.

## 8.

### CONFIDENTIALITY

#### 8.1

The parties shall treat as confidential all information that is neither generally known nor generally accessible.

#### 8.2

In case of doubt, information shall be treated confidentially.

## 9.

### CONTRACT DURATION, CONTRACT EXTENSION AND TERMINATION

#### 9.1

The contract period is generally 12 months. The contract between MDT and the Customer shall come into force immediately after receipt of the Customer's order and its confirmation by MDT and may be terminated by either party in writing with 30 days' notice to the end of the contract period.

#### 9.2

The contract shall be automatically renewed for another 12 months if the customer or MDT does not terminate the contract in due time.

#### 9.3

If at the time of a contract termination by the customer the contract period has not yet expired, the customer shall owe MDT the outstanding fees as well as compensation for all additional costs. A refund pro rata temporis is excluded.

#### 9.4

If MDT terminates the contract without notice because the customer violates contractual provisions or misuses the services for illegal purposes, the customer shall owe MDT the outstanding fees as well as compensation for all additional costs.

## 9.5

MDT may terminate the contract with immediate effect if bankruptcy or insolvency proceedings have been initiated against the customer.

## 9.6

Subject to deviating provisions in other parts of the contract, MDT shall be entitled to delete the stored data of the customer or its customers upon termination of the contract.

## 10.

### FURTHER PROVISIONS

#### 10.1

Changes and additions to this contract on the part of the customer are only valid in writing. MDT may change the GTC at any time, provided that the customer is informed of this by e-mail. The current version of the GTC can be seen on the website of MDT with the date of validity. If the customer does not accept the changes, he has the option to terminate the contract within the notice period. Without written notice within this period, the changes are considered approved by the customer. However, the previous GTC shall continue to apply until the expiry of the respective current contract period.

#### 10.2

Rights and obligations under the contract may be transferred to third parties only with the written consent of the other party. The transfer of the contract from MDT to a legal successor or affiliated company is excluded from this provision.

#### 10.3

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the event of legal disputes, Trier is agreed as the place of jurisdiction.

