

As of: 15/10/2014

#### § 1 Scope, definitions

(1) The following general terms and conditions (hereinafter "GTC") in their version valid at the time of registration shall apply to the business relationship between the site operator (hereinafter "Provider") and the Customer (hereinafter "Customer"). Differing terms and conditions of the Customer are not recognised unless the Provider agrees to their validity in writing.

(2) Changes to these terms and conditions are communicated to the Customer by the Provider via e-mail to the Customer e-mail address specified during registration. If the Customer does not object to such changes within four weeks after receipt of the notification, the changes are considered agreed and accepted. The Customer will be specifically reminded of the right of objection and the legal consequences of not objecting in case the terms and conditions are changed.

(3) The Customer is a consumer, if the purpose of his or her registration can not be primarily attributed to his or her commercial or independent professional activity. By contrast, a business entity is any natural or legal person or unincorporated organization that acts within the scope of their commercial or independent professional activity when concluding the contract.

#### § 2 Services of the Provider, costs

(1) The Provider offers Customers permanent use of the website [www.my-selve.de](http://www.my-selve.de) in accordance with the rules of these terms and conditions.

#### (2) Detailed service description

After successful registration and login to [www.my-selve.de](http://www.my-selve.de), it is possible for the Customer to use his or her router at home connected to the Internet to access the Selve Home Server via the Internet. This access is subject to a time limit. This remote access allows Customers to control the devices connected to the Selve Home Server, such as shutter movements or light switching.

(3) The Provider's services are free of charge for the Customer.

#### § 3 Registration, conclusion of contract

(1) The Customer must register on the website [www.my-selve.de](http://www.my-selve.de) to use the services of the Provider. To register, the Customer clicks on the link labelled "Registration". The page that opens next is a form with fields to be filled out by the Customer including such information as a freely chosen user name, a freely chosen password and an e-mail address. The Customer must also solve the depicted Captcha (security code) and then click on the "Register" button after ticking the displayed check boxes to confirm the fact that he or she has read and agreed to these terms and conditions.

(2) After clicking on the "Register" button, the Provider sends to the Customer an e-mail with a link to be used to confirm the the registration by clicking on this link. If the Customer clicks on the emailed

As of: 15/10/2014

link to confirm his or her registration, he or she makes an offer to conclude the contract with the Provider.

(3) The Provider confirms to the Customer with a further e-mail the successful registration and thus accepts the offer of the Customer.

#### § 4 Contract duration

(1) The contract is concluded for an indefinite period.

(2) The Customer may terminate the contract at any time without notice. To do so, the Customer either sends a written notice to the Provider or deletes his or her data acc. to § 6, paragraph 3 of these terms and conditions.

(3) The Provider may terminate the contract within a period of four weeks at the end of the month. If the account established by the Customer through registration is not used for more than a year (no login of Customer), the Provider deletes the account and all associated stored data. In this case, the Customer can re-register at any time.

#### § 5 Liability

(1) Customer claims for compensation are excluded. This excludes claims for damages of the Customer arising from injury to life, limb, health or from the violation of essential contractual obligations (cardinal contractual obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty of the Provider, his or her legal representatives or fulfilment agents. Cardinal contractual obligations are those whose fulfilment are necessary to achieve the objective of the contract.

(2) In case of breach of cardinal contractual obligations, the Provider is liable only to the typical, foreseeable damage if this was simply caused through negligence, unless the damage claims of the Customer are based on injury to life, limb or health.

(3) The restrictions of para. 1 and 2 also apply to the legal representatives and agents of the Provider if claims are made directly against them.

(4) The provisions of the Product Liability Act remain unaffected.

#### § 6 Information on data processing, modification and deletion of Customer data

(1) The Provider collects Customer data during the registration. While doing so, the Provider follows in particular the provisions of the Federal Data Protection Act and the Telemedia Act. Without consent of

As of: 15/10/2014

the Customer, the Provider , processes or uses current and usage data only to the extent necessary for the execution of contracts and the use of telemedia.

(2) Without the consent of the Customer, the Provider does not use Customer data for purposes of advertising, market or opinion research.

(3) The Customer always has the possibility to view the data stored by him or her with the "Profile" button after logging to the website. There, the Customer can modify or delete his or her data. with respect to consent of the Customer and other information on data collection, processing and use, reference is also made to the privacy policy, which is available for download and printing with the "Privacy Policy" button on the Provider website at any time.

#### § 7 Final provisions

(1) All agreements between the Provider and the Customer are based on the laws of the Federal Republic of Germany, excluding the UN Sales Convention.

(2) If the Customer is a merchant, a legal entity under public law or a public special fund, the place of jurisdiction for all disputes arising from contractual relationships between the Customer is the location of the Provider.

(3) Even if individual items of the contract are no longer legally valid, the remainder of the contract shall remain binding. The invalid items, if any, are replaced by legal rules and regulations. If this would constitute an unreasonable hardship for one of the contractual parties, the contract as a whole, however, becomes invalid.