



**Allthings**

**Terms of Use /**

**End User Licence Agreement (EULA)**

**Allthings, Version October 2019**

**Allthings Technologies AG**

**Lange Gasse 8 – 4052 Basel – Switzerland**

# Welcome!

Dear User (hereinafter "You"), You are kindly invited to use the Services provided by Allthings Technologies AG, Lange Gasse 8, 4052 Basel, Switzerland (hereinafter "Allthings").

"Services" hereinafter means the entirety of all the services provided to You by Allthings. These are made available to You in the form of software or web-based software, e.g. as an application, web application or as a micro-application (small functional unit that can be connected to an application/web application) („Micro-App“) via the Allthings Platform (hereinafter "Platform"). They refer to a geographical location, e.g. a district, an office building, a settlement, a property, or a rental unit/apartment, and aim to bundle all digital services for a better life in buildings. The Services can be very different in character: For example, they can help You to obtain local services or information, or they can include processes that help to correct malfunctions, or they can enable You to exchange information with other users located in the same place.

Allthings grants access to its Services and all related possibilities of use only under the precondition that You agree to these Terms of Use (hereinafter "EULA"). This EULA is valid for users from Germany and the EU, unless there is a country-specific EULA for your location.

**Please read this EULA carefully. If you do not agree to all the terms of this EULA, you may not download, install, open or use the Services.**

## 1 Parties, Subject Matter and Scope

### 1.1 Parties

This EULA is a contract between you and Allthings. It gives you certain rights and responsibilities when using the Services. You will also find the rights and obligations of Allthings explained in detail below.

### 1.2 Partners

In general, the Services are provided by Allthings. Some of the Services may also be offered to You by a company affiliated with Allthings or by third parties (hereinafter referred to as "Partners") in consultation with Allthings. Such Allthings partners may provide Services via the Platform, provide content, or take a participant role in the processing of tasks or incidents on the Platform. There are the following types of Partners in particular: Micro-App Partners (service providers with existing digital services, in particular their own Micro-Apps (so-called "Third-Party Micro-Apps" )), In-App Purchase Partners (companies who sell products or services via the Platform), Content or Product Partners (partners who publish content or products on the Platform but are not technically integrated on the Platform), Property Management and Facility Management Partners (commercial or technical

operators of real estate responsible for managing Your property), or Craftsmen and Building Service Partners (persons or craft businesses processing tickets in Your property).

In addition, and in supplement to these EULA, Allthings Partners may establish their own terms and conditions for the use of applications or Micro-Apps (see also Section 4.5).

### **1.3 Modifications to the EULA**

Allthings may change the EULA at any time as required. Any changes will be effective when posted on the Allthings website or if Allthings informs You about the changes in any other way. Please check the EULA on the [website](#) regularly for changes. By continuing use of the Services after the date on which the terms have changed, You agree to be bound by the then-current EULA.

## **2 Rights to User Content**

### **2.1 All rights to Your content remain with You**

You retain the copyright and all other rights to any content (visual, audio, numerical, graphic content, text or other data and content) that You already hold before submitting such content to Allthings or before publishing or displaying such content on the Platform.

### **2.2 You grant Allthings certain rights to Your content**

Allthings requires You to grant certain rights to Your content, so that the work necessary for the purpose of our Services, such as processing, maintenance, hosting, technical reproduction, backup and related processes on Your content (hereinafter collectively referred to as "Processing") do not violate applicable copyright and other legal provisions.

By accepting this EULA, You grant Allthings a non-exclusive, royalty-free, worldwide license to process content You provide through the Platform. The license granted to Allthings also applies to content transmitted to Allthings via a partner or one of its services. You authorize Allthings in particular

1. to maintain Your content,
2. to display and forward Your content to You and the persons, organisations or groups authorized by You and to process Your content in this context,
3. to modify Your content for technical purposes (e.g. to ensure that the content can be viewed on smartphones and computers)
4. to convert content (a) into a non-traceable, anonymized form and (b) to analyze, summarize, evaluate and use this anonymized content (e.g. to improve the Services or other Allthings products, to create evaluation results and reports on the use of the Platform, apps and Micro-Apps or to make suggestions for further products or services).

Allthings is at its own discretion entitled not to accept, not to post, not to store, not to display, not to publish, not to transmit and be entitled to subsequently delete content. In this context, Allthings may establish guidelines for the provision of content ("Netiquette"). The Netiquette can describe, for

example, which type of content is desired and which is not. The Netiquette, together with the basic rules of the EULA will form the basis for decisions on the removal of abusive content.

### **2.3 You may grant Partners of Allthings certain rights to Your content**

If You want to purchase services from Partners or use Micro-Apps from Partners, the Partner must also obtain certain rights to Your content (e.g. access to inventory and content data) to enable service delivery (e.g. contact for troubleshooting, take out insurance). Any contracts for the use of such services or Micro-Apps of Partners shall be concluded exclusively between You and the Partner. By agreeing to the Partner's terms of use, You usually grant the Partner licensing rights to Your content as well. Additional terms of use or privacy notices of the Partner may apply. Allthings accepts no liability for these Partners.

Without Your prior consent or legal permission, Allthings will not share any of Your content with Partners or other third parties.

## **3 Data Privacy**

The provision of the Services requires that some of Your personal data is collected, processed and used. This can be data You enter Yourself when using the Services and which You make available to other users and/or the general web community, but also registration data or data which is generated during Your use of the Services. In some instances, Allthings collects, processes and uses such data for its own purposes in accordance with the then valid Privacy Policy of Allthings and in compliance with all applicable legal regulations. Allthings is very concerned about data protection and data security. You will find further information on this in the Allthings [Privacy Policy](#). In particular, You will find further information which data Allthings collects, how Allthings uses Your data and how You can protect Your privacy.

## **4 Use of the Services**

### **4.1 Your rights to use the Services/copyrights of Allthings**

There is no entitlement to registration, membership or use of the Services. Allthings reserves the right to refuse registration, to exclude a user or to prohibit the use of the Services in whole or in part.

The content of Allthings created by Allthings or offered via the Services, including but not limited to texts, graphics, logos, icons, images, audio content, video content, data collections and software, is copyright protected.

If Your account is opened successfully, You will receive a personal, revocable, non-exclusive, non-transferable license to use the Services of Allthings for Your own private purposes. This license is

subject to Your compliance with the terms of this EULA. No other rights of ownership or use rights of the Platform are thereby transferred or granted.

The use of the Services for commercial purposes is not permitted unless You have received the express consent of Allthings. The industrial property rights and copyrights on the Services remain with Allthings or the respective Partners.

#### **4.2 Create an account / Registration**

You have to register Yourself to use the Services. Allthings will create an account for You on the Platform. Therefore, You provide Your full name (first name and last name) as Your username and a valid email address. Fictional user names are not allowed.

After Your registration, Your request to access individual Services will be reviewed. If You have gained the permission to access the Services, Allthings will provide You with a registration code with which You can complete Your registration.

After successful registration You can log in at any time with Your e-mail address and Your password. You alone are responsible for the security of Your password. We therefore recommend changing Your password at regular intervals (at least every 6 months) for security reasons. Please keep Your password confidential and do not make Your account available to third parties. Allthings is not liable for damage caused to an account holder by unauthorized use of the account by third parties, except in cases of intent and gross negligence by Allthings.

You are responsible for all activities that occur under Your account. It is assumed that each use of Your account takes place by Yourself as the account holder. If You discover or suspect any unauthorized use of Your account information, You should change Your password immediately and notify our customer support team immediately

#### **4.3 Usability of Services and content**

Please note that the use of the Services requires an internet-capable device that always meets sufficient system requirements for displaying and using the Services and the content. Allthings is not responsible for ensuring that Your devices and the hardware or software components You use meet these system requirements.

A certain average availability of the Services and Your content is not owed and also not guaranteed by Allthings. You are solely responsible for the secure storage of Your content on the Platform on another medium outside the Platform ("Back-up").

#### **4.4 Services/Micro-Apps that are only accessible to limited user groups.**

Allthings can give You the option of using individual Services that are only accessible to a limited group of users, when You register on the Platform or later. For example, only residents of a particular property may be able to use the associated Micro-Apps. Or some individual Services can probably be used only by employees of a certain company.

If this is the case, You will need to be unlocked for these Services/Micro-Apps once before You can use them, for example by the responsible department in charge of the property management or the

company's human resources department. With regard to such Services, You lose Your access rights when You move out of the property or leave the company. By using Services with a limited number of authorized users, You agree that the date of Your departure from the property or the end of Your service for the company can be obtained from the responsible body, can be filed by Allthings and thus Your access to these Services will be automatically blocked upon expiry of the rental period or Your affiliation with the company. If this is the case, Your account will be kept for a period of 12 months in case You want to access the services of Allthings once again in another property.

If You wish to close Your account permanently at an earlier time and delete Your content, please see 4.9.

#### **4.5 Services/Micro-apps with additional terms of use**

Allthings may give You the opportunity to use additional Services, in particular Micro-Apps from Allthings or Third-Party Micro-Apps from Allthings Partners, which may be subject to additional terms of use at the time of registration or at a later date. If You wish to use a Micro-App with additional terms of use from Allthings ("Micro-App License Agreement", (MLA)) or a partner, You must separately confirm this MLA made available to You upon registration or download.

#### **4.6 Micro apps as platforms for legal transactions**

Some Micro-Apps (e.g. the micro apps might be called "Marketplace", "Sharing", "Booking", "Concierge") enable You to enter into business transactions with other users, Partners of Allthings or other third parties against payment or free of charge, in particular to borrow or lend things, to make purchases or sales, or to book services. With the respective Micro-App, Allthings merely provides the technical platform for the exchange of the necessary information and for Your communication with Your contractual partner but does not become a contracting party. Allthings is not responsible for the initiation, execution or organization of Your contractual relationships. Allthings is therefore not liable for damages within the scope of this contractual relationship incurred by You or third parties and does not assume any guarantee that Your contractual partner will comply with the expected legal regulations and due care.

#### **4.7 Links to third party content**

The Platform may contain links to websites and micro-apps of third parties and content provided there by third parties. The Platform, apps and Micro-Apps may also contain content and features provided by third parties. Allthings assumes no liability for the correctness and completeness of these contents and functions.

#### **4.8 Basic rules for the use of the Services**

Users of our Services have to comply with the following basic rules for the use of the Services.

You agree not to use the Services in any way that violates any applicable law, regulation or this EULA. This includes, for instance:

1. You do not use the Services for illegal activities or to promote illegal activities. This includes any behavior that could result in criminal or civil liability under local, federal, state or foreign law.
2. You do not violate other people's rights. You do not distribute, publish or reproduce any content,
  - which is not rightfully in Your possession and which may be protected by copyright or other proprietary rights, if not authorized by the author or the owner of the intellectual property rights,
  - which misrepresents You or Your qualifications,
  - which would constitute an offence against a person's privacy, including the posting of images of children or other third parties without their consent (or, in the case of minors, the consent of a parent).
3. You do not harass other users. You will not use the Services to upload, link, publish or otherwise transmit any unlawful, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, inflammatory, harassing, offensive, inappropriate or dubious information or messages of any kind. Also, You may not upload, publish or otherwise transmit any unsolicited or unauthorized advertising or promotional materials.
4. You do not manipulate the Services and You do not use the Services to spread viruses, trojans, worms or other destructive or malicious software ("Malware") or programs designed to attack the functionality of computers.
5. You do not attempt to copy or resell our Services. You do not reproduce, copy, deconstruct, sell, trade or reverse engineer the Services. You will not grant access to the Services or any part of the Services to any third party.
6. You do not attempt to unlawfully extend the scope of the authorized use of the Services.
7. If You violate any provision of the EULA, Allthings may, in its sole discretion,
  - terminate Your contract
  - temporarily or permanently revoke Your license to use the Services
  - block or completely delete Your account
  - partially change Your visible content,
  - partially delete Your visible content,
  - claim for damages and indemnification.

However, it cannot be guaranteed that You will not be exposed to insulting, offensive or otherwise questionable content. Please contact us if You come across any inappropriate content. However, Allthings is not obliged to carry out a general inspection or monitoring of content without cause.

You indemnify Allthings against all claims of third parties which are asserted against Allthings due to a breach of obligations for which You are responsible, in particular from such claims of third parties, which are based on a violation of Your obligations under this Section 4 "Use of the Services" or the special obligations for individual Micro-Apps used by You in accordance with the respective MLA.

#### **4.9 Termination of use of the services**

The term of the EULA and the right to use the Services ends when Allthings closes Your account or suspends the Services. However, You can close Your account on our Platform yourself at any time, for any reason (or no reason). You will find the option for this under "Settings" - "Delete my account". To confirm You have to enter Your e-mail address and confirm the deletion by clicking on the button provided therefor. Note that You are responsible for sufficient Back-ups of Your content (see 4.3) and

Allthings takes no responsibility for this. A longer storage of contents due to legal retention periods remains unaffected.

If You have problems deleting your account, please contact [support@allthings.me](mailto:support@allthings.me).

Allthings may also close Your user account at any time and for no reason and/or otherwise restrict Your access to the Services in whole or in part.

## 5 Exclusion of warranty and liability

Without limitation any liability of Allthings for losses or damages of any kind (in particular direct and indirect damages as well as indirect damages and consequential damages (e.g. loss of profit, loss of data or damages due to downloads)) is excluded which could arise for you or third parties in connection with the access or use of the Services of Allthings, parts thereof or from links to third-party websites. Excluded from the above limitation of liability are direct damages caused by gross negligence or intent on part of Allthings.

Any liability for auxiliary persons of Allthings (e.g. subcontractors, suppliers, partners) is entirely excluded.

The use of the Services of Allthings is entirely at your own risk. Allthings rejects any warranty and guarantee for the services. This includes in particular the exclusion of any warranty that the Services are suitable for a specific purpose, are available without interruption or disruption or of a specific quality, or that the information, processes and work results contained in the Services are factually correct and complete in terms of content.

## 6 Miscellaneous Terms

### 6.1 Messages by e-mail or on the website

It is possible that Allthings is legally obliged to send You messages. In addition, Allthings may send You business notifications, such as confirmations or notifications of changes to the EULA. You agree that such notices may be sent by e-mail to the address You provided when registering (see Section 4.2) or via a website supported by Allthings.

### 6.2 Changes to the Services

Allthings reserves the right, to add new elements as part and/or addition of the Services of Allthings, including changes that affect the previous mode of operation of the Services, at its sole discretion. Allthings may also change or discontinue Services in whole or in part. This applies to every aspect of Allthings' Services, especially the Platform and the individual applications/Micro-Apps. Allthings also reserves the right to set limits on the nature or amount of storage capacity available to You, the type or size of index or library information, the ways in which You can access or distribute Your content and



other data without interruption, and Your continued ability to do so, and to impose other restrictions at any time with or without notice.

### **6.3 Partial invalidity of the EULA**

Should one or more provisions of this EULA be invalid or ineffective, or become unenforceable, the remaining provisions shall remain unaffected. The relevant parts of the provisions concerned shall be replaced by the relevant statutory provisions.

## **7 Applicable Law**

Notwithstanding mandatory national consumer protection laws, this EULA is subject to the laws of Switzerland without the UN Sales Convention and under exclusion of the conflict of laws provisions. The exclusive place of jurisdiction for all disputes arising from or in connection with this EULA shall be the courts of the Canton of Basel-Stadt.