



**Allthings**

## **Cockpit – Terms of Use**

**Allthings, Version July 2018**

**Allthings Technologies AG**

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

# Welcome!

Dear user, you are cordially invited to use the Cockpit provided here by Allthings Technologies AG, Lange Gasse 8, 4052 Basel, Switzerland (hereinafter "Allthings").

"Cockpit" means a special access to the communication and service platform for residential and commercial use operated by Allthings (hereinafter: "Allthings Platform" or "Platform") for operators, property managers, or property and facility managers or their employees (hereinafter: "you") and, if you belong to this group of users, enables you to manage incidents, tickets, users, addresses, documents, pinboard entries and other functions for specific buildings, real estate or property portfolios. When using the Cockpit, you will thus come into contact with data and content (in particular personal data) of tenants or employees of the tenants who are entitled to use the front-end of the Allthings Platform (called "Application" or "App" for short) (hereinafter: "End User").

Allthings grants you access to the cockpit only on condition that you agree to these terms of use. These terms of use apply exclusively to users from Germany and Switzerland.

Please read these Terms of Use carefully. By using the Cockpit you automatically agree to the terms of use.

## 1 Parties, Subject Matter and Changes

### 1.1 Contracting Parties

You are a user of a Cockpit that makes Allthings available to legal entities or companies on the basis of a corresponding individual contract (hereinafter: "Client"). In this individual contract you are referred to as an Authorized User. These terms of use constitute a binding agreement between you and Allthings governing your use of the Cockpit ("Cockpit Terms of Use"). They give you certain rights and responsibilities when using the Cockpit. In addition, the Client is and remains responsible to Allthings for your use of the Cockpit. The rights and obligations of Allthings are explained in detail below.

## 1.2 Other parties

The services offered on the Allthings Platform are basically provided by Allthings. Some of the services may also be offered by a company affiliated with Allthings or by third parties (hereinafter referred to as "Partners") who have a business relationship either with Allthings or the Client. Such Partners may provide the services through Allthings or provide content, or play a role on the Platform in the handling of tasks or incidents. There are the following types of Partners in particular: Micro App Partners (providers with existing digital services, in particular their own micro apps ( "Third-Party Micro-Apps" )), In-App Purchase Partners (companies that sell products or services on the platform), Content or Offer Partners (partners that publish content or offers on the platform but are not technically integrated into the platform), Real Estate Management and Facility Management Partners (commercial or technical operators of real estate responsible for managing real estate), or Craftsmen and Facility Service Partners (personal or trade companies that process tickets in your real estate).

The Third-Party Micro-App Partners of Allthings may, in addition to these terms of use, establish their own terms and conditions for the use of Applications or Micro-Apps.

## 1.3 Changes to the Terms of Use

Allthings may change the Cockpit Terms of Use at any time as required. The changes take effect when they are posted on the Allthings Platform or Allthings informs you by other means. Please check the Cockpit Terms of Use in the Cockpit regularly for changes. By continuing to use the Cockpit after the date on which the provisions have changed, by using the Cockpit you agree to the current Terms of Use at that time.

# 2 Data Protection

The operation of the Cockpit entails that personal data is collected, processed and used by you. This may be data that you enter yourself when using the Cockpit and make available to other users and/or the general internet public, but also data that you register with or that is generated when you use the cockpit. In part, Allthings collects, processes and uses such data in accordance with Allthings' data protection declaration valid at the time and in compliance with all legal regulations for its own purposes. Allthings attaches great importance to data protection and data security.

You will find further information on data protection at Allthings in the data protection declaration of Allthings (available at: <https://www.allthings.me/de/dokumente>). In particular, it shows which data Allthings collects, how Allthings uses your data and how you can protect your privacy.

Allthings also provides its clients with automated reports, evaluations and analyses on the use of the Cockpit and the Application (hereinafter: "Allthings Platform Analytics"). This is usually done via a corresponding software access of the Client. These evaluations serve in particular to optimise the provision of services and content and to ensure the proper processing of incidents, tickets or other

inquiries from End Users and their quantitative and qualitative evaluation. The Allthings Platform Analytics can also be made available to its business partners with the consent of the Client. It is the sole responsibility of the Client to check the legal admissibility of these evaluations and/or the respective use in individual cases and, if necessary, to obtain legally prescribed consents and/or to create the necessary information basis. Allthings accepts no responsibility for this.

## 3 Use of the Cockpit

### 3.1 Your rights to use the Cockpit

There is no right to register or use the Cockpit. The authorization to authorize users of the Cockpit lies solely with the Allthings' Client or with Allthings at the request of the Client. In all cases it may be possible, after consultation with the Client, to refuse a registration, to exclude a user or to prohibit the use of the Cockpit 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, button icons, images, audio content, video content, data collections and software, is protected by copyright.

If you are authorized to use the Cockpit, you will receive a personal, revocable, non-exclusive, non-transferable license for the use of the Allthings Cockpit within the scope of the purposes contractually agreed between the Client and Allthings. This license is subject to compliance with the terms of these Terms of Use. No other rights of ownership or use of the Platform are transferred or granted.

The Cockpit may not be used for any commercial purposes other than those agreed between the Client and Allthings, unless you have received Allthings' express permission to do so. The industrial property rights and copyrights existing in the services shall remain with Allthings or the respective Clients.

### 3.2 Access to the Cockpit

In order to use the Cockpit, you must be registered with us. To do this, you or our Client provide your full name (first name and surname) as a user name and a valid e-mail address.

After your naming as an Authorized User, the respective request to gain access to the Cockpit will be checked by Allthings and a corresponding access will be set up and an initial password will be generated and sent to the e-mail address given to us. After successful verification you can log in at any time with your e-mail address and your password. You are responsible for the security of your password. Please change your initial password with a personal password the first time you log in. Please keep your password secret and do not allow any third party to use the Cockpit. Allthings is not

liable for damages caused by unauthorized use of the Cockpit by third parties, except in cases of intent and gross negligence.

You are responsible for all activities that take place under your access. It is assumed that every use of the Cockpit under your access data is done by yourself. If you discover or suspect unauthorized use of your access data, you should change your password immediately and notify User Support at [app.team@allthings.me](mailto:app.team@allthings.me) immediately.

### 3.3 Usability of the Cockpit

Please note that the use of the Cockpit requires an internet-enabled terminal device that always meets sufficient system requirements for displaying and using the Cockpit. Allthings accepts no responsibility for ensuring that your terminal device and the hardware or software components you use comply with these system requirements.

Allthings ensures only an average availability of the Cockpit in accordance with its license terms and conditions.

### 3.4 Basic rules for using the Cockpit

Users of the Cockpit undertake to adhere to the following basic rules. You agree not to use the Cockpit in a manner that violates any applicable law, regulation or these Terms of Use. This includes, among other things:

- (1) You do not use the Cockpit for illegal activities or to promote illegal activities. These include conduct that could give rise to criminal or civil liability under local, state, state or foreign law.
- (2) You do not violate the rights of other persons. You will not distribute, publish or reproduce any content,
  - which are not lawfully in your possession and which may be protected by copyright or other proprietary rights if the author or the owner of the intellectual property rights has not granted permission,
  - that misrepresent you or your qualifications,
  - which would constitute an invasion of 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 of the services. You will not use the Cockpit to upload, link, publish or otherwise transmit any unlawful, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, inflammatory, harassing, offensive, inappropriate or dubious information or communications of any kind. You may not upload, publish or otherwise transmit any unsolicited or unauthorized advertising or promotional materials.

- (4) You do not manipulate the Cockpit and you do not use the Cockpit to circulate viruses, trojan horses, worms or other destructive or harmful software (malware) or programs designed to attack the functionality of computers.
- (5) You do not attempt to copy or resell the Cockpit or any of our services. You will not reproduce, copy, deconstruct, sell, trade, or reverse engineer the software. You will not grant any third party access to the Cockpit or any part of the Cockpit.
- (6) You do not attempt to unlawfully extend the scope of the permitted use of the Cockpit.
- (7) If you violate any of the provisions of this Terms of Use, Allthings may, at its own discretion, if necessary after consultation with the Client
  - terminate these Terms of Use,
  - temporarily or permanently revoke your license to use the Cockpit,
  - block or completely delete your access to the Cockpit,
  - partially change your visible content,
  - partially delete your visible content,
  - sue you for damages and redress.

However, it cannot be ruled out that you may be exposed to offensive, offensive or otherwise questionable content from users of the services. Please contact us should you come across any inadmissible content. Allthings is not obliged to carry out a general inspection or monitoring of content without cause, unless this has been contractually agreed.

Conversely, you indemnify Allthings against all third-party claims asserted against Allthings due to a violation of rights in the use of the Cockpit for which you are responsible, in particular such third-party claims based on a violation of your obligations under this Section 3.

### 3.5 Termination of Cockpit Use

The term of these Terms of Use and the right to use the Cockpit shall end upon termination of our contract with the Client, closure of your account or suspension of the Platform services by Allthings. You can close your account on our Platform at any time, for any reason (or no reason). Please send us a corresponding message to [app.team@allthings.me](mailto:app.team@allthings.me).

## **4 Exclusion of Warranty and Liability**

Insofar as Allthings allows you to use the Cockpit free of charge, Allthings shall only be liable for gross negligence in connection with the access or use of the Cockpit, parts thereof or from links to third-party websites.

Allthings does not warrant that the Cockpit is suitable for a particular purpose, is available without interruption or malfunction, or does meet certain minimum requirements.

The above limitations and exclusions of liability shall not apply in the event of injury to life, body or health, in the event that Allthings assumes a guarantee or in the event of liability on the part of Allthings under the Product Liability Act.

The above limitations and exclusions of liability also apply to auxiliary persons of Allthings (e.g. subcontractors, suppliers, Partners).

## 5 Miscellaneous

### 5.1 Messages by e-mail or on the Website

It is possible that Allthings is obliged by law or on the basis of individual contractual agreements with the Client to send you notifications. In addition, Allthings may send you business communications, such as confirmations or notices of changes to the Terms of Use. You agree that such notices may be sent by e-mail to the address you provided upon registration (see Section 4.2) or via the Website of Allthings.

### 5.2 Changes to the Cockpit

Allthings reserves the right, in its sole discretion, to implement new elements as part and/or complement to the services of Allthings, including changes that affect the previous mode of operation of the services and, if applicable, the Cockpit. 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 and the Cockpit. 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 manner 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 with or without prior notice at any time.

### 5.3 Severability

Should one or more terms of these Terms of Use be invalid or ineffective, the remaining provisions shall remain unaffected. The relevant parts of the provisions concerned shall be replaced by the relevant statutory provisions.

## **6 Governing Law and Place of Jurisdiction**

These Terms of Use are subject to the laws of Switzerland excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods, unless mandatory national laws of consumer protection apply. The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Use shall be the courts of the Canton of Basel-Stadt.