

## User agreement for: Software and services of the "MeinWarnSystem" app

Before you accept the user agreement, please thoroughly read it and make sure that the terms of use, especially with regard to restrictions and exceptions, have been understood. Restrictions and exceptions are highlighted in the text. If you have any questions about the content of this user agreement, please contact us at [datenschutz@indexa.de](mailto:datenschutz@indexa.de).

The app functions are only available to you after you have consented to this user agreement. The app functions cannot be used without your consent to the terms of this user agreement. As soon as you confirm your consent in the course of registration, complete the registration or use the app in any way, you give your consent to the terms of use listed here. If the user does not comply with the terms of use, we have the right to unilaterally restrict, suspend or terminate the services provided. We also have the right to examine any obligations arising from the breach.

The user agreement is concluded between you (hereinafter "the user") and Indexa GmbH (hereinafter "the developer"). It includes, but is not limited to, the privacy policy and other content. Should the user agreement change in the future, this will be announced without further notice by sending an app notification. After the announcement, the updated user agreement comes into force automatically without your consent being asked again. If you do not agree to the changes, stop using the app, delete your account and uninstall the app on your device. If you continue to use it, the updated terms of use are automatically accepted and compliance with them is assumed.

### 1. Definitions

- 1.1. The licensed software refers to the software system developed by the developer, which is downloaded, installed and used on suitable mobile devices by the user.
- 1.2. App functions refer to the functions made available by the developer and their suppliers via the app, which can be used on the user's mobile device via the licensed software.

### 2. Features / Services

- 2.1. The developer provides the user with functions for the intelligent management and monitoring of the 360F hazard detector series. With these, the user can view the status of connected hazard detectors and trigger a test alarm.
- 2.2. Functions can be changed or optimized according to the assessment of the developer or his supplier. The provision of app functions can be interrupted in the course of regular or irregular maintenance work.

### 3. Scope of the functions provided

- 3.1. The developer grants the user the right to use the app on the basis of the software licensed here.
- 3.2. The sale, granting of licenses, renting, transferring, issuing and any other commercial use of the app and or its software is prohibited.
- 3.3. The software can only be used within the 360F warning system. If the software is installed on non-system devices, hardware or software functions can be damaged.
- 3.4. The user confirms that the licensed software will only be used for non-commercial purposes. If commercial use should become necessary, the written

approval of the developer must be obtained beforehand.

- 3.5. The developer and his suppliers can change and update app functions and software from time to time or add new functions and services within the licensed software. If new functions are not made available with separate usage agreements, the user is automatically entitled to use them and their use falls under the conditions described here.
  - 3.6. The user is responsible for the correctness, reliability, confidentiality and legality of the data entered and for the legality of obtaining this data.
  - 3.7. The user is encouraged to create regular backups to ensure the availability of data and information. The developer assumes no liability for loss or damage to data records.
  - 3.8. The user is encouraged to keep the account number and the associated password safe. In the event of a security vulnerability affecting the user's account (e.g., but not exclusively, the knowledge of the password by third persons), the developer should be informed and will take appropriate steps. Otherwise, we assume that all acts performed on the user's account have been carried out or authorized by him and he is responsible for them.
4. Third parties
- 4.1. The user acknowledges that certain services of the developer or its suppliers are based on software or services of third parties.
  - 4.2. The user acknowledges that the developer and his suppliers cannot guarantee that the licensed software always includes and uses the services of a specific third party and that these will also be used in the future. Instead, it is possible that similar services can be used by another third party. As soon as these are used in the app / software, they are subject to the terms of this user agreement.
5. Proper use of the software
- 5.1. The user must use the software in a proper manner. **The following uses and practices constitute a breach of contract and are against the terms of this agreement:**
    - a) The release or distribution of computer viruses, worms, malicious codes or malicious software.
    - b) The collection of information or data from users without their permission, e.g. email addresses, etc.
    - c) The malicious use of the product in an automated manner, with the intent or effect of overloading the server or otherwise disrupting or blocking the web server and network connections.
    - d) The attempt to access the server or communication data without permission.
    - e) The interference with or damage of the use of the product by other users.
  - 5.2. You understand and consent to:
    - a) It is the responsibility of the developer to assess whether you are involved in one or more of the breaches of contract mentioned above and, as a result, to suspend or terminate your license or to make other restrictions in accordance with the user agreement.
    - b) The developer will immediately delete information that was created by the user using the licensed software and that is contrary to the law, violates the rights of others or contradicts the user agreement.
    - c) Should a third party suffer any form of damage as a result of breaches of contract in this user agreement or breaches of the law, the user bears sole legal

responsibility for this. The user releases the developer from any claims arising from breaches of contract or legal violations that he has committed. The user is also obliged to protect the developer from such claims and to compensate for resulting losses and / or expenses.

- d) Should the developer or his suppliers suffer any form of damage as a result of a breach of contract by the user of this user agreement or a breach of the law, the user must compensate for the resulting losses and / or expenses.

## 6. Type of information content

6.1. The user assures that he will not break the law or commit inappropriate actions by using the app and software functions.

6.2. The actions and violations of the law mentioned in 6.1 include, but are not limited to: the uploading, transmission or sharing of information with:

- a) Content that contradicts the constitution or fundamental rights
- b) Content that reveals state secrets, endangers state security, undermines state authority or endangers the unity of the state
- c) Content that spreads hatred and discrimination.
- d) Pornographic content, content that glorifies violence, murder and terror, or that prepares or could encourage a crime.
- e) Content that offends or vilifies other people and violates their interests and personal rights.
- f) Content with fraudulent intent, which harms, threatens, harasses, vilifies, insults or violates other people's privacy
- g) morally reprehensible content
- h) Other content that is restricted or prohibited by law, regulations, case law and other legal standards.

## 7. Data protection

The developer is responsible for protecting users' personal data. For complete information on data protection in connection with the use of this app, please read the privacy policy provided.

## 8. Exceptions

8.1. The developer makes every effort to ensure the security, accuracy, functionality and reliability of the licensed software and technologies used within the framework of the legal provisions. However, due to the state of the art, no guarantee can be given for this.

8.2. The developer assumes no responsibility for direct or indirect losses caused by force majeure or the errors of third parties.

8.3. The user is responsible for direct and indirect damage caused intentionally or unintentionally, e.g., but not exclusively, through the following possibilities:

- a) The use of the licensed software by third parties and the unauthorized modification of user data by them.
- b) Expenses and losses incurred through the use of the software
- c) wrong understanding of the software
- d) Other losses which are related to the licensed software but are not attributable to the fault of the developer.

8.4. Software derived from the software, that was not developed and published by the developer or the development and publication of which was not approved by the developer, is illegal software. Downloading, installing and using such

software can involve unpredictable risks. The developer is free from legal obligations and legal disputes that arise from this and has the right to revoke the usage authorization and / or terminate all other services.

- 8.5. The use of the platform provided by the developer and its suppliers includes internet services that are subject to variable factors of various kinds. The developer has taken safety precautions for this. However, there may be interruptions, terminations and delays in the provision of services due to errors in the Internet (e.g. domains), digital communication or factors beyond the control of one of the parties to this user agreement (including but not limited to these : Fire, flooding, terrorist attacks, epidemics, natural disasters, riots, hacker attacks, malware, network defects, government restrictions, restrictions by Internet providers.) The user confirms that he will bear the aforementioned risks and that the developer is not responsible for impairments in the provision of the regular services caused by the occurrence of the aforementioned risks.
9. Termination of the user agreement and breach of contract
    - 9.1. The user agrees to use the licensed software within the scope of the granted rights, to respect the intellectual property of the developer in the software and its content, and to comply with the obligations set out in the user agreement when using the software. The developer will revoke the license if the user violates the user agreement.
    - 9.2. If the user violates the user agreement or laws, the developer can restrict, suspend or terminate the user license or enforce other rights and interests to which the user is entitled in accordance with the user agreement.
    - 9.3. In the event of violations of the user agreement or other agreements made with the developer, the developer and its affiliated companies have the right to inform companies affected by this. In the event of violations of the user agreement, the companies concerned are urged to restrict the rights and interests of the user and / or to no longer provide services in whole or in part.
    - 9.4. The licensed software is made available via download platforms. The user has to follow the terms of use of the download platform, the system platform and the mobile device manufacturer. If the developer is informed by the above parties that the user has violated the terms of use, the developer can revoke the license on the advice of the parties mentioned.
    - 9.5. With the revocation of the license, the use of the licensed software must be stopped immediately and all existing copies of the software must be destroyed.
    - 9.6. The user bears all claims for damages that arise from the developer, his suppliers or other users from violations of the user agreement.
  10. Underlying Law and Severability Clause
    - 10.1. The validity, interpretation, change, enforcement and dispute settlement of the user agreement are subject to the law of the Federal Republic of Germany. If there are no corresponding laws or regulations, general international and / or industry-specific principles of action for business activities are used.
    - 10.2. Disputes that arise through or in connection with the user agreement should be resolved by the user and the developer through friendly discussion or submitted to the competent court for jurisdiction.
    - 10.3. Should any part of the user agreement become invalid as a result of the judgment of the German court, this does not affect the validity of other contractual conditions or parts hereof and users as well as developers have to comply with the

valid contractual conditions.

10.4. The user agreement is signed on behalf of the developer.