General Terms of Use for the Alpha Smart App

Alpha Smart app · https://faqdoc.info/en/systemauswahl/alpha-smartware-en/alpha-smart-app-en/general-terms-of-use/

These general terms of use ("Terms of Use") apply each time you access and use the Alpha Smart App ("App") and constitute a legally binding agreement between you and Möhlenhoff GmbH, Museumstraße 54a in 38229 Salzgitter (hereinafter also referred to as "we", us", etc.; jointly with you also referred to as "Parties").

1. Conclusion / Scope / Amendment of the App or the Terms of Use

1.1 By ticking the „checkbox“ to incorporate these Terms of Use and then continuing to use this App (including creating an account), you agree to be bound by these Terms of Use. If you do not tick the „checkbox“ to incorporate these Terms of Use, you are not authorized to use the App. These Terms of Use can be accessed in the App under "Legal". It is also possible to download, save and print these Terms of Use.

1.2 These Terms of Use (including the Privacy Policy) only apply in relation to the App itself and not to any products operated by means of the App. For these, the respective contractual agreements with regard to the purchase of the products between you and the respective seller of the products, which may also be us, apply.

1.3 We may change the features provided via the App if such change would not require a change to these Terms of Use. We will notify you about the changed features after installing a respective update within the App.

1.4 We may unilaterally change these Terms of Use at any time to the extent that such change is neutral or beneficial to you. If the changes are not neutral or beneficial to you, we will notify you at least one (1) month prior to any such change. If you do not object to the changes in writing or by email within three (3) weeks upon receipt of the notification, the changes will become effective for the Parties one (1) month after notification. We will inform you of the consequences of failing to object within the notification period regarding the envisaged change. You also have the right to object

to the changes. However, if you object to the changes, we are entitled to terminate your use of the App for cause, which will be conducted by blocking your access.
1.5 In order for us to send you push messages via the App, you must have selected the appropriate setting for this in the App and your mobile device requires a data connection to the Internet.

2. Rights of use regarding the App

We grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable right to use the App free of charge to control certain products distributed by us ("Compatible Products"). Please refer to the respective description or specifications of these products to learn which products these are in detail.

3. Requirements and use of the App

3.1 To use the App, your mobile device needs a data connection to the Internet and must meet the technical requirements specified in the system requirements for this App.

3.2 Furthermore, in order to use the App, you must create an "account" to access the App's features. When creating the account, you must provide your email address and create a password (collectively, "Account Information"). The Account Information must be accurate, current and complete. You are obligated to keep the Account Information confidential and not to disclose the Account Information to unauthorized third parties (or other users). In the event of a reasonable suspicion that access data has become known to unauthorized third parties, we may, for security reasons, be entitled to independently change the access data of you without prior notice or to temporarily block the use of the account.
Optionally, you can also upload a photo as a profile picture for your account.
Possible input errors can be corrected at any time during the registration process in the input mask provided.

3.3 The use of the App also requires that you release certain "access permissions" on your mobile device (e.g. network access, QR code scanner). Without this release, use/full use of the App is not possible.

3.4 You are not authorized to
• activate or use any components of the App for which you have not been granted any rights of use;
• transfer the rights to use the App to third parties or grant third parties access to the App;

• modify, translate, reproduce, decompile, reverse engineer or examine the program code of the App, including its functions, except to the extent permitted by mandatory law pursuant to § 69d or § 69e of the German Copyright Act („UrhG“); or
• remove, conceal or alter any legal references, in particular to our industrial property rights.

3.5 In connection with Section 3.4 you agree that you will not use the App in any manner that violates any applicable law or infringes the rights of any third party, and that you will not use the App with any products other than the Compatible Products. If you use the App in a manner that violates these Terms of Use, we may, depending on the nature and severity of the violation of these Terms of Use, restrict or terminate your access to the App.

4. Support function

4.1 In addition to the functions for controlling the Compatible Products, you can also use our support function via our App and request technical support ("Support Service") when setting up or using your Compatible Products. The use of the support function is subject to the terms, conditions and limitations set out in this clause.
4.2 The support function is limited to technical support for the set-up or use of Compatible Products (including parametrization). Other support services are not offered and cannot be requested via the support function. In particular, the support function does not include installation, programming or consulting services.
4.3 The support function can be used via the menu item "Support Access" in the App. The support case must then either be described in the text field or described to the support team via the linked telephone number. The support team can be reached by telephone Monday to Thursday between 7:30 am and 5:00 pm and Friday between 7:30 am and 3:00 pm.
4.4 In order for the support team to provide the support service, it is necessary to access the data of your Compatible Products (some of which is personal data) stored in our cloud.
In order for our support team to know that you want this, you must grant access permission in the App by clicking on the "Grant Access Permission" button. You will then be shown a six-digit access code in the App. To complete the activation of access, you must either inform the support team of the access code by telephone or send it to the support team by email.
4.5 Once access permission has been granted, our support team can access your Compatible Product data within 30 calendar days to resolve your support request. After the access permission period has expired, the access for the support team ends automatically. You can also cancel the access

permission at any time by clicking on the "Cancel Access Permission" button. In this case, the support service can no longer be provided.
4.6 The support function is provided free of charge. No success is owed for the support service and the service time depends on the resources of the support team.

5. Termination of use by you, termination/expiration of the right of use

5.1 You can terminate the contract of use concluded with us via the App at any time by uninstalling the App and thus discontinuing its use. If you download the App again, you must then agree to the Terms of Use again.

5.2 We reserve the right to terminate the contract of use concluded with us via the App at any time with a notice period of one (1) month.
5.3 The right to extraordinary termination without notice shall remain unaffected by the provisions of this Section 5.

6. Warranty and liability

6.1 The App is provided as a separate contractual service and is in no way covered by the contractual agreements with regard to the Compatible Products. The quality of the download of this App is also not part of these contractual services.

6.2 Since the App is provided free of charge, it is provided "as is" without any further agreement on quality. The functionality, availability as well as suitability or use for a specific purpose is not agreed.

6.3 Since the App is provided free of charge, we are not liable in any case for damages other than those caused by gross negligence or intent.

6.4 The limitation of liability set out in Section 6.3 shall not apply to liability in the event of injury to life, limb and health or in the event of us assuming a guarantee. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

7. Data protection

We take the data protection compliant processing of your data (personal data) seriously. For information on how we process your personal data in connection with the use of the App, please refer to our Privacy Policy. The Privacy Policy is not part of these Terms of Use.

8. Contact

For queries, complaints and claims related to these Terms of Use, you may contact us by email at kontakt@moehlenhoff.de.

9. Choice of law and place of jurisdiction

9.1 In case of any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.2 The contractual relationship shall be governed solely by the laws of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The law of Germany shall apply - as far as legally possible - even if German law refers to the law of another country (exclusion of conflict of laws). The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which you as a consumer have your habitual residence, shall remain unaffected.

10. Special provision relating to Google, Inc. and Apple, Inc.

10.1 Irrespective of these Terms of Use, the specific terms of use of the Apple App Store or Google Play (in each case also "App Store") shall apply. These specific terms of use of the respective App Store do not apply in relation to us.

10.2 Neither Google, Inc. ("Google") nor Apple, Inc. ("Apple") are responsible for the content of the App, any related services, maintenance, upkeep or support for the App, or any claims you may have with respect to the App. The responsibility for each of these lies with us. In particular, Apple is not responsible for any claims you or any third party may have with respect to the App, its possession or use, including claims for product liability, failure to comply with legal requirements, or violation of consumer protection or privacy laws or similar laws.

10.3 If you obtained the App from Apple's App Store and any claim of infringement is made by a third party based on the App or your possession or use of the App, Apple will not be responsible for any investigation, defense, settlement or discharge of such claim.

10.4 If you obtained the App from Apple's App Store, you agree that Apple is a third party beneficiary under these Terms of Use and that Apple may therefore enforce these Terms of Use against you (contract for the benefit of third parties). Modification and waiver of these Terms of Use, including

Apple's rights hereunder, are reserved to the Parties and do not require Apple's consent.

10.5 You may not permanently or temporarily use or transfer the App to any country that is subject to a United States government embargo, that has been designated by the United States government as a supporter of terrorists, or that is listed by the United States government as having export prohibitions or restrictions. The same restrictions apply to any export restrictions imposed by the Federal Republic of Germany or the European Union.