



## TERMS OF USE DEKEMA online

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These Terms of Use govern the use of the online portal („DEKEMA online“) operated by DEKEMA Dental-Keramiköfen GmbH („DEKEMA“) for its customers. By registering with DEKEMA online, the customer agrees to these Terms of Use. The contractual relationship regarding the use of DEKEMA online by the customer shall be exclusively between the customer and DEKEMA.

Customers within the meaning of these terms of use are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed activity.

### 1. Customer's right of use

The customer shall have the non-exclusive, non-transferable, non-sublicensable, geographically unrestricted right to use DEKEMA online to receive data from or send data to other customers who use DEKEMA online in accordance with these Terms of Use. The customer may only use DEKEMA online for its internal purposes.

### 2. Data Protection

Any processing of personal data shall be carried out in accordance with the provisions of the EU General Data Protection Regulation („GDPR“) and, in particular, the statutory data protection provisions of the German Federal Data Protection Act (BDSG). DEKEMA's detailed privacy statement can be viewed at [www.dekema.com/legal](http://www.dekema.com/legal). These contain detailed information on how personal data is handled, how it is protected and what rights the customer has in this regard.

### 3. Warranty

Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of the art. Therefore, DEKEMA shall not assume any warranty for technical defects for which DEKEMA is not responsible. In particular, DEKEMA shall not assume any warranty for the constant and uninterrupted availability of DEKEMA online as well as for system-related failures, interruptions and malfunctions of the services which are not within the sphere of DEKEMA.

DEKEMA shall not be liable for the operability of the telephone lines to the server, in the event of power failures and in the event of failures of servers which are not within the sphere of influence of DEKEMA.

In particular, DEKEMA shall not be liable for disruptions to the quality of access to the DEKEMA online due to force majeure or events for which DEKEMA is not responsible. These include in particular strikes, lockouts, pandemics, epidemics, lawful internal company industrial action and official orders. Furthermore, this also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for DEKEMA's own provision of services.

Due to maintenance and further development of DEKEMA online, usage options and/or access to DEKEMA online may be temporarily restricted or interrupted.

In all other respects, DEKEMA shall be liable for defects in its services in accordance with the statutory provisions.



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Defects in DEKEMA's services shall be remedied immediately after a written description of the defect, insofar as this is possible. This shall not apply if the defect is due to circumstances for which the customer is responsible, DEKEMA expressly reserves the right to modify the scope and/or content of DEKEMA online or to discontinue it completely at any time without stating reasons.

### 4. Disclaimer

When processing personal data, DEKEMA takes reasonable measures to protect such data from loss, misuse, unauthorised access, disclosure, alteration or destruction.

Despite all precautionary measures in the processing of personal data, DEKEMA cannot exclude the loss, misuse or alteration of such data. The Internet is an open network accessible to anyone and is therefore generally not considered a secure environment.

In the case of slightly negligent breaches of duty, liability shall be limited to the foreseeable, direct average damage typical for the contract. This shall also apply to slightly negligent breaches of duty by DEKEMA's legal representatives or vicarious agents. DEKEMA shall not be liable in the event of a slightly negligent breach of insignificant contractual obligations. DEKEMA shall, however, be liable for the breach of significant contractual legal positions vis-à-vis the customer. Significant contractual legal positions are those which the contract must grant to the customer in accordance with the content and purpose of the contract. DEKEMA shall also be liable for the breach of obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may rely.

The aforementioned limitations of liability shall not affect claims of the customer arising from product liability (ProdHaftG), in the case of liability based on mandatory data protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), or in the case of intentional or grossly negligent breach of duty. Furthermore, the limitations of liability shall not apply in the event of a breach of significant contractual obligations or in the event of bodily injury or damage to health attributable to DEKEMA or in the event of loss of life of the customer.

Insofar as links provide access to other websites, DEKEMA shall not be responsible for the third-party content contained therein. DEKEMA has no influence whatsoever on the design and content of these sites and does not adopt the third-party content as its own. If DEKEMA becomes aware of illegal content on external websites, access to these sites shall be blocked immediately.

Links are „living“ (dynamic) references. If DEKEMA determines that a specific offer to which it has provided a link gives rise to civil or criminal liability, DEKEMA will remove the reference to this offer insofar as this is technically possible and reasonable.

### 5. Rights

The contents of DEKEMA may be subject to the copyright or other proprietary rights of DEKEMA (or companies cooperating with DEKEMA) and may only be used with the express consent of DEKEMA (or the rights holder).



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This applies in particular to texts, images and the overall design of the website as well as DEKEMA online.

The downloading or printing of individual pages and/or parts of the website or the online partial reproduction, dissemination, transmission (electronically or otherwise), modification or use of the website for public or commercial purposes, on the other hand, is prohibited without DEKEMA's prior express consent.

### 6. Term of the contract

The contractual relationship between DEKEMA and the customer shall exist for an indefinite period. The customer may terminate the contractual relationship at any time by discontinuing the use of DEKEMA online. DEKEMA may only terminate the contractual relationship for good cause, e.g. if the operation of the platform is no longer economically viable.

### 7. Applicable law and place of jurisdiction

The contractual relationship between the customer and DEKEMA Dental-Keramiköfen GmbH shall be governed by substantive German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Traunstein.