

1. Application, Definitions

1.1. Visiting and utilization of the **Website** and/or the **Download-Portal** including all information, documentation, firmware, software, service or other contents, e.g. press releases, graphical material, announcements etc (**Content**), available on the Website and/or the Download-Portal (Website, Download-Portal and Content together referred to as **Homepage**), provided by Sprecher Automation GmbH or an affiliated company of Sprecher (Sprecher) shall exclusively be governed by this Terms of Use.

1.2. By access to the Homepage, it is deemed to be agreed that the visitor respectively the user has read and understood this Terms of Use and accepts it.

1.3. This Terms of Use shall be amended, modified or replaced by special conditions, e.g. individual agreements, license terms, product terms, terms of third parties etc, depending on the kind of utilization, as required.

1.4. In case of contradictions in the contract documents following order of precedence shall apply: (a) special agreements, if confirmed by Sprecher in writing; (b) this Terms of Use; (c) non-mandatory provisions of the commercial law and civil law.

1.5. Third Party shall mean any person, other than the contract partners, even if such third party is related to a partner in any way.

2. Access, Safety, Cookies

2.1. The user shall be solely responsible for establishing a connection. Before utilization of the Homepage the user shall make an actual data back-up of his computer system. Sprecher shall not warrant and shall not be liable for uninterrupted availability of the server (e.g. maintenance work, server shutdown etc).

2.2. For security reasons access to the press- respectively customer area and access to the Download-Portal will be permitted only for registered users. The user undertakes to register with truthfully data and to report changes without any delay. After complete registration the user will get consent (without any entitlement) by E-Mail – for access to the Download-Portal additionally a user name and password – with which access for a certain time frame is provided.

2.3. Sprecher uses for analysing the web the services from Google Analytics and PIWIK, amongst others to get an insight which areas of the Homepage were clicked, in order to improve the design and functionality of the Homepage.

2.4. Both web analysing services use so called „cookies“ (small text files), which will be stored locally in a temporary storage of the Internet browser of the user, and which enable the analysis of the utilization of the Homepage (e.g. IP-address, type of browser, Internet-Service-Provider).

2.5. The information generated from the cookies from Google Analytics about the utilization of the Homepage will be forwarded and stored at a server from Google in the USA. On behalf of Sprecher Google will use the information to evaluate the utilization of the Homepage, to compose reports about the activities on the Homepage and to generate further services in connection with the utilization of the Homepage and the Internet. Google will forward this information also to Third Parties, as far as legally stipulated and as far as Third Parties process the data on behalf of Google. According Google the IP-address of the user will not be merged with other data.

2.6. The information generated from the cookies from PIWIK about the utilization of the Homepage will be stored solely at a server from Sprecher.

2.7. With utilization of the Homepage the user complies with the processing of the compiled data from the user in the manner and purpose as described

2.8. The user can disagree with processing of his data by using the Google Browser-Plug-In. The Plug-In can be downloaded from: <https://tools.google.com/dlpage/gaoptout>. Sprecher points out, that in this case the user cannot use all functions to the full extent, if applicable.

2.9. The user can discontinue utilizing the Homepage at any time. In case of discontinuation of utilization the Download-Portal Sprecher will delete the respective user name and password, after written information of the user, as soon as the respective discontinuation tasks are finished.

2.10. Sprecher points out that, according actual state of the art, certain risks (e.g. viruses etc.) are technically not completely controllable or they are out of the sphere of influence of Sprecher. It shall be for the user to make arrangements against technical system risks.

3. Rights and Obligations of Use

3.1. During the utilization, Sprecher grants a non-exclusive, non-transferable right to view the Content and print it out with a source reference, for own usage.

3.2. The user is not entitled to copy, change, amend, store, edit, decompile and/or translate the Homepage, to unlink single components, remove signs, marks and the like, utilize the Homepage commercially or otherwise and he is not entitled to make any Content accessible to Third Parties.

3.3. Utilization beyond the rights granted in this Terms of Use shall be permitted only after expressly prior written agreement from Sprecher and only by adding the source reference, e.g. kind and duration of contents for usage for public broadcast.

3.4. The user is responsible for security precautions necessary for non disclosure and properly usage of user name and password. The user is not entitled to pass on the user name and password to Third Parties, in case of abusive utilization Sprecher shall be informed immediately.

4. Scope and Limitation of Use

4.1. Generally, the Homepage is available 24 hours a day on 7 days a week.

4.2. Sprecher shall be entitled, to discontinue access to the Homepage, totally or partially, especially the Download-Portal and the press- respectively customer area, in case the user infringe upon this Terms of Use, and/or, to change the Homepage in any order, without stating any reasons.

5. Copyright, Geistiges Eigentum, Schutzrechte

5.1. The Homepage is proprietary. Any and all Copyright and Industrial Property Right regarding the Homepage, especially Content made available (also logos, pictures, photos, animations, videos, texts etc) remain at every time at Sprecher or Third Parties. Any and all Copyright and Industrial Property Right regarding content, which are not included in the Homepage, but which can be accessed with help of the Homepage, remain with the respective owner of the content and may be protected by applicable copy right law and other laws and agreement regarding intellectual property. The user is obliged, to protect respectively retain unchanged any and all rights of Sprecher respectively of Third parties.

5.2. The user is obliged, to immediately inform Sprecher in case of an asserted infringement of industrial property right in writing and do everything in its power hat Sprecher can hold off the asserted infringement of industrial property.

6. Hyperlinks

6.1. Hyperlinks or references to another, if applicable, are made available for the comfort of the user. The user shall use those explicitly on its own risk. Any liability for Sprecher shall be excluded.

7. Warranty, Liability, Insurance, Force Majeure

7.1. The Homepage is „as it is“. Sprecher shall not warrant and shall not be liable for correctness, completeness and/or actuality of the Homepage and that the offered Content is suitable for the indented purpose of the user.

7.2. The user shall utilize the Homepage on his own risk. The user is obliged to observe the national and international laws, regulations, examinations, embargo provisions in force, and the general rules about utilization of the Internet, which change regularly. Sprecher points out the punishability in case of violence of any provisions.

7.3. Sprecher's liability for defects in material and defects in title shall be excluded in case utilization of the Homepage in free of charge; this shall not apply in case of mandatory liability, e.g. tort. However, claims for damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence. The above provision does not imply a change in the burden of proof to the detriment of the user.

7.4. Sprecher shall not assume any liability for dysfunctions at the user not caused by Sprecher, although they are in timely closeness to utilization of the Homepage. Sprecher shall not assume any liability for interference or failures on the computer system of the user, for loss of data due to technical malfunction, interrupted data communication or other interferences or failures, which can arise by utilization of the Homepage.

7.5. Sprecher warrants adhering to the mandatory provisions of data protection applicable in all those countries, where Sprecher has a registered seat. Personal data will be stored at Sprecher for administrative usage.

8. Secrecy

8.1. The user of the Download-Portal undertakes to utilize all data, drawings, technical specifications, materials provided and documentations of any kind, which he receives in connection with utilization of the Download-Portal with Sprecher or which he receives or become aware in the course of the utilization, confidential, not to copy them and not to disclose the same to Third Parties or make them available elsewhere, unless they are generally known or otherwise lawfully known. The user shall impose the above obligation on their staff and auxiliary persons accordingly. The secrecy obligation shall continue after termination of the contract.

8.2. The user of the Download-Portal is permitted to refer to the contractual co-operation in marketing material and publication, irrespectively of the kind, only after he has got the expressly written confirmation from Sprecher.

9. Applicable Law, Jurisdiction

9.1. The Homepage is operated and administered by Sprecher Automation GmbH, Austria. Place of jurisdiction for the user, for all disputes, arising out of or in connection with utilization shall be settled exclusively by the court in charge in Linz/Austria. Sprecher shall be entitled, on its own choice, to sue the user at any other court, which can be applicable according national or international law.

9.2. All legal transactions, especially contracts concluded under this Terms of Use, shall exclusively be subject to Austrian Law, the conflict of laws rules shall be expressly excluded, especially the rules of private international law, as far as they refer to the application of foreign law. If the Austrian Law provides, in case of foreign contact, the application of special international rules, applicable also in Austria – e.g. the UN Sales Law (CISG) – they shall be expressly excluded.

9.3. In case the user is a consumer, having its residence, usual place of living or place of employment in another circuit court in Austria, place of jurisdiction can be its respective court; is the residence, usual place of living or place of employment of the user in

a different state than Austria, then the consumer protection provisions of this country may have priority over the exclusively law.

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