

TERMS OF USE

FOR THE USE OF RV CONTROL APP BY TECHNISAT DIGITAL GMBH

1. Scope of this Agreement

These Terms of Use govern the contractual relationship between TechniSat Digital GmbH, Julius-Saxler-Straße 3, 54550 Daun, Germany (hereinafter referred to as “we” or “TechniSat”) and you. You can find additional information about us on our website at www.technisat.de.

The following Terms of Use apply to the use of our free RV CONTROL APP (hereinafter referred to as “App”). After you initially started our App you will be notified that the use of this App is governed by these Terms of Use. These Terms of Use are also available in the section "Terms of Use" or under <http://tsat.de/1295>.

2. Subject matter of this Agreement

2.1. Subject matter of this agreement is the provision of the free App by us to you in the version you downloaded from the respective App Store.

2.2. The App allows you to establish a connection with a single-cable outlet programmer from TechniSat and to display and modify the configuration of one-cable outlets from TechniSat and possibly from other manufacturers. Neither provision of the programmer nor of single-cable outlets is subject matter of these Terms of Use.

2.3. We reserve the right to offer additional paid services or add-ons in the future. Such additional services or add-ons may be subject to additional terms and regulations which will be communicated in an appropriate manner during the checkout process.

2.4. We may publish free updates for our App in the respective App Store which may change the functional scope of the App. You can define if and which updates will be installed in the respective settings provided by the App Store. Any system requirements and the full functional range of these updates will be shown in the product and update descriptions of the respective App Store. These Terms of Use apply accordingly to any and all updates, unless we provide updates with deviating terms, which will be communicated in due time and in an appropriate manner.

3. Grant of rights

3.1. We grant you a non-exclusive, non-transferrable, non-sublicensable and perpetual right to use the App for private purposes and to save, execute and display the App to the extent necessary for the designated contractual use.

3.2 The use for commercial purposes is permitted provided that the App will be used to the extent described in section 2.2 to program a single-cable outlet. Any other commercial use requires the prior written consent of TechniSat.

3.3. Statutory exceptions shall remain unaffected. In particular, you are only entitled to transmit the App to third parties, to perform decompilation, reverse-engineering or other attempts to disclose its source code within the exceptions set out by mandatory statutory law.

4. Warranty

4.1. In case of defects of our App we provide warranty according to statutory law.

4.2. For any commercial use of the App in accordance with clause 3.2, the liability for defects is excluded to the extent legally permissible.

5. Limitation of liability

5.1. We shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.

5.2. In an event of slight negligence, we shall only be liable for breach of essential contractual obligations (cardinal duties). Essential contractual obligations in terms of this provision are duties that in the first place enable the proper implementation of the contract and the achievement of its purpose, and on the compliance with which the customer may regularly rely.

5.3. Liability according to the above Clause 5.2 shall be limited to the damages typical and foreseeable at the time the Agreement was concluded.

5.4. The limitation of liability shall apply mutatis mutandis to the benefit of our employees, agents and vicarious agents.

5.5. Any potential liability for any warranties explicitly provided and for claims based on the German Product Liability Act remains unaffected.

6. Miscellaneous

6.1. These Terms of Use shall govern our contractual relationship exclusively. Deviating terms and conditions shall not become part of this Agreement.

6.2. This Agreement shall be subject to the law of the Federal Republic of Germany excluding any conflict of law provisions and excluding the UN sales law (CISG).

6.3. For any disputes involving these Terms of Use, the place of jurisdiction shall be Daun (Germany), provided that you are a merchant, have no permanent domicile in Germany or any other EU member state, have relocated your domicile or place of residence abroad after these Terms of Use have become effective or your domicile or place of resident is unknown at the time of filing an action.

6.4. The official language of these Terms of Use is German. Translations to other languages such as this document in English language are not legally binding.