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§ 1 Scope of Application and Principles

- (1) These General Terms and Conditions of Use shall apply to all content of the portal www.ift-rosenheim.com, for all services for which registration is mandatory and which are provided at www.ift-rosenheim.com and all sub-domains of ift Rosenheim as well as any supplements or amendments. The use of the www.ift-rosenheim.com portal is permitted based solely on these conditions. Users accept these conditions with their login or – in case the areas used are those for which login is not required – by using the portal. The Operator of this portal www.ift-rosenheim.com is ift Rosenheim GmbH, hereinafter referred to as the "Operator".
- (2) The Terms and Conditions of Use can be retrieved online and printed whenever desired. They apply to any single or on-going content or services, provided that no other specific regulations are applicable.
- (3) In addition to the General Terms and Conditions of Use, the [General Terms and Conditions](#) of ift apply, provided that "ift" refers to ift Rosenheim GmbH. The same applies to the [conditions and guidance for the use of all ift test documentation](#) (including the ift logo and icon) as well as ift literature.
- (4) Insofar as special services are provided apart from information at www.ift-rosenheim.com, additional special terms and conditions of use may apply. In case of a conflict between these more specific terms and conditions and the respective General Terms and Conditions, the former shall take precedence, otherwise they shall supplement the General Terms and Conditions.

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- (5) If services are provided by cooperation partners or third parties, their respective General Terms and Conditions shall be supplementary, but shall have precedence. The attention of the user shall be drawn to this separately. In case of services being provided to the user by third parties via www.ift-rosenheim.com, any contractual relationships arising shall be solely between the user and the third party.
 - (6) Any terms and conditions that are contradictory or deviate from these Terms and Conditions of Use shall be invalid.
 - (7) The Operator reserves the right to modify these Terms and Conditions of Use for and ift members at any time without notice. Such modification may be on account of amendments in legislation or modifications to services or contents provided by the portal. The Operator shall give notification on the portal of any amendments to these Terms and Conditions of Use in time at least four weeks before they come into effect. If the registered user and / or the ift member do not object to these amendments within four weeks of their announcement, they shall come into effect. If the registered user and / or the ift member object to the amended Terms and Conditions of Use, the Terms and Conditions of Use applicable so far and / or the existing contractual regulations shall continue to apply. If the Terms and Conditions of Use are not agreed, the ift Rosenheim reserves the right to terminate the use for registered users or ift members. The terms and conditions of use at the time of the respective use of the portal shall apply for non-registered users.

§ 2 Prerequisites for Using the Portal

- (1) Online access to the Internet is a prerequisite for using www.ift-rosenheim.com. Access to the Internet may be associated with dial-up and / or phone charges (cf. § 8 (6)) of the respective provider.
- (2) Users must be of legal age to be entitled to use the services provided by our portal.

§ 3 Subject of Use, Access and Operation

- (1) Within the framework of the portal, the user can get information on windows, facades, glass, doors and gates as well as their accessories (fittings, seals, building materials etc.). Users may book seminars and events and purchase technical literature from our online literature shop. Moreover, ift Rosenheim GmbH provides various services that are supplemented continuously. All new services provided by the Operator, which supplement and / or improve the scope of services provided so far, are also subject to these Terms and Conditions of Use as well as the General Terms and Conditions of ift Rosenheim GmbH.
- (2) The use of all services within the public and freely accessible area of the portal is free of charge, unless otherwise mentioned in the respective services. The Operator expressly reserves the right to levy charges for individual services at any time.
- (3) Users must register (cf. §4) to be able to use specific services and / or they must be ift members, whereby ift members, too, are obliged to register (cf. § 4).
- (4) Every user and every visitor to the www.ift-rosenheim.com portal may retrieve or download any documents that are freely accessible such as research reports in the form of existing brief

reports and annual reports, technical articles, interviews, press releases or consumer information and certificates.

- (5) Registered users (§ 4) and ift members may retrieve and download existing test certification and calibration documentation of their own company as well as ift literature, technical information, research and test reports via the www.ift-rosenheim.com portal. Furthermore, they can exchange documents with the operator via an upload and download process, ie. the user can upload documents that the operator can download again, conversely, the operator can provide documents generated by him for the user (upload), which they can download then. The exchange of documents takes place via the applications / instances ift-Cloud and iftFEM. Moreover, ift members may also retrieve and download volumes of conference proceedings of the International Rosenheim Window & Facade Conference, technical information as well as research reports free of charge. Additionally, ift members have access to the members' magazine "ift impulse" and to news about standards, the technical dictionary, and the list of members of our Institut für Fenstertechnik e.V. (Registered Association) as well as the drafts of ift guidelines.
- (6) Retrieving and downloading test, certification and calibration documents as well as the document exchange is free of charge for registered users (cf. § 4) and ift members, unless otherwise mentioned for the respective services. Retrieving and downloading technical information and research reports are free of charge for ift members, but all other users need to pay a fee. The Operator expressly reserves the right to introduce fees for individual services at any time. Retrieving and downloading articles from the literature shop is chargeable for all users; ift members are eligible to a discount on all articles.
- (7) The Operator is authorised to disable or modify access to the website / portal or to change it in any other way at any time without prior notification at Operator's own discretion.
- (8) The information, provisions and services of the Operator are provided to the user subject to availability. Temporary operational interruptions or limited operation based on customary maintenance work, for the execution of which the Operator is authorised at any time, advanced developments, system-imminent failures of the Internet with third party providers or network carriers or based on force majeure conditions may be possible. Moreover, users are not entitled to claim proper access to the portal or uninterrupted usability of and / or accessibility to the services. This is particularly applicable provided that access to the services is prevented by interruptions, which are beyond the Operator's responsibility.

§ 4 Registration Requirement / Liability for the User Data

- (1) Prior registration (possibly as a portal customer) and the creation of a user account are necessary to use of specific services, especially retrieving and downloading test, certification and calibration documentation as well as ift literature, technical information and research reports. For this purpose, users must register by entering the requested data (surname, first name, email address and name of the company administrator on activation of "My ift") in the input screen after which they receive a password-protected user account. Users are obliged to enter all data in the input screen honestly, accurately, up to date and completely, and to update the data if necessary, so that they remain honest, accurate, updated and complete. After registration is complete, the Operator will send a password to the email address specified by

the user. At the time of first access the user will change the password received to one known to no-one else.

The Operator cannot entertain any claim to registration. The Operator reserves the right to charge fees in the future for any services that have been free of charge so far.

- (2) The user is obliged to maintain secrecy of the user name and password. In case of violations against this obligation of confidentiality the Operator is entitled to disable the user temporarily or permanently from the use of the services.
- (3) The user is liable for all purchases, retrievals, downloads or any other activities undertaken with this user name. The owner of the user account and / or the password owner shall be charged for all orders of documents, services and other products.
- (4) Users must report any misuse of their user data and / or any relevant suspicion thereof as well as any loss of this data to the Operator promptly and in writing. In a timely manner after the receipt of such a notification, the Operator will block access to the password-protected area for this user name. Only after ensuring that the misuse has ceased and does not exist (any longer) or after any relevant suspicion has been put to rest, the blocked account may be released at the user's request or after a new registration.
- (5) The Operator has the right to revoke access authorisation to a user by blocking the access data without having to specify any reasons. This right exists particularly if the user has furnished incorrect information at the time of registration or has violated due diligence in handling the access data, or violated these terms and conditions and / or has violated the applicable regulations for access to or use of the www.ift-rosenheim.com portal.

§ 5 Data Security

The Internet is a system that can be accessed publicly. The disclosure of information over the Internet by the users takes place at their own risk. The data may get lost or fall into the hands of unauthorised persons. No claims made by the user regarding compensation from the Operator shall be entertained. The operator offers appropriate protective measures to ensure the secure transport of the information and the corresponding protection of the IT systems of the operator. The necessary measures have been taken and implemented.

§ 6 Privacy Policy

The Operator follows the statutory provisions of privacy policy. Provided that the user has not consented to any other type of use, the personally identifiable information that the user provides at the time of registration will be saved, processed and used electronically by the Operator solely for this purpose. Consent for registration is necessary as this is necessary to provide the service. For more information, see the Privacy Policy on the website of the operator.

§ 7 Confidentiality

It is the user's responsibility to ensure that unauthorised persons do not obtain access authorisation or any copies or reproductions (cf. § 9 (4)) made by the user or any authorised secondary users or get to know the content of the data in the database. Sharing the user name and / or password with unauthorised third parties is not permissible.

§ 8 User Responsibility

- (1) The user undertakes to use the online access only in an appropriate manner without breaching any moral standards, without violating any regulations and / or any contractual provisions while using the portal. Additionally, the user undertakes not to infringe on any industrial property rights and copyright or any other ownership rights of the Operator and / or a third party. Additionally, users assure that they shall particularly not misuse the access facilities, that they shall contribute to the approved principles of data security and that they shall comply with the provisions of the privacy policy.
- (2) Furthermore, the user undertakes to keep the user name and password confidential, not to disclose them and not to tolerate and / or enable any disclosure of the same, and to report any misuse promptly to the Operator (cf. § 4 (4)). Although the user or his company administrator is responsible for the administration of all authorized persons of his company (cf. § 4 (3)), the registered user assures to inform the Operator promptly in writing if any employee authorised to use the portal www.ift-rosenheim.com and having had relevant access data has left the organisation.
- (3) The registered user undertakes to name the responsible company administrator for the activation of "My ift" with the document center and, if applicable, the members' area, ie upon registration (cf. § 4 (1)). The user or his company administrator is responsible for the administration of all authorized persons of his company. The user has to take care of this and is responsible for ensuring that only authorized persons have access to the closed customer area "My ift" with the document center and, if applicable, the member area. Furthermore, the user or his company administrator is obliged to remove former employees. In addition, by assigning roles to authorized persons, he can grant access to the various areas in the document center.
- (4) The user shall indemnify the Operator against any damages that the Operator may suffer as a result of a breach of contract by the user or as a result of claims made by third parties on account of actions by the user that constitute a breach of contract.
- (5) If the registered user or an ift member supplements the existing test, certification and calibration documentation of their own company with additional information, which is stored on the www.ift-rosenheim.com portal, the user / ift member shall be solely responsible for the modified content of the test, certification and calibration documentation. The Operator is not obliged to check the correctness, completeness and legality of such supplements. The registered user / the ift member shall be liable if the contents violate any legal regulations, third party rights and infringe on the rules of good conduct. In particular, the registered user / the ift member should not post any content on the www.ift-rosenheim.com portal or refer to such content that may infringe upon or compromise the personal rights of a third party or which is or may be considered as slanderous, damaging to the business or obscene, offensive,

defamatory, improper, glorifying violence, pornographic, racist, inciting, xenophobic or otherwise reprehensible.

- (6) The user shall pay for the cost of the terminal devices as well as for telecommunication charges.
- (7) Furthermore, the user is prohibited from rendering the functionality of the portal [www.ift-Rosenheim.de](http://www.ift-rosenheim.de) or third parties by means of technical acts (such as the execution of scripts, hacking attempts, spreading of viruses, worms, Trojans, brute-force attacks, etc.) or to try to impair it.

§ 9 Scope of Use

- (1) The user may utilise the information, documents and services provided on the www.ift-rosenheim.com portal to the extent that has been agreed to, or if not agreed, to an extent that complies with the intended purpose of the Operator.
- (2) All rights, especially the rights of intellectual property and the rights of use of the online services and all services provided, documents, test reports, technical information, research reports and uploaded literature are exclusively the rights of the Operator – not the user.
- (3) The respective online application and / or the respective services offer should not in any way (and not with the help of the source code) be changed, copied, distributed or transferred to any third parties without the express consent of the Operator.
- (4) Users shall save and use data, documents and information only with express authorisation within the framework of the respective contract agreement regarding the use of the online content and only for their own, internal use. Users may make paper copies and other reproductions (downloads and printouts) of specific data, documents and information only for their own, personal and / or private use provided that these copies and reproductions do not exceed seven in number. Attention is drawn separately to making copies / reproductions.
- (5) In addition, registered users and ift members may save and use the data, documents and information listed in § 3 (4) for their own, and internal use, provided that they have express authorisation within the scope of the terms of use. Registered users may make paper copies and reproductions (downloads and printouts) of test, certification and calibration documents. Members of ift may make copies and reproductions (downloads and printouts) of the above-mentioned documents, technical information and research reports provided that these do not exceed seven in number.

No user should make paper copies and reproductions (downloads and printouts) of any documents or articles provided in the online literature shop.

- (6) Any translation, editing, arrangement and other re-design is prohibited. In case of suspicion of misuse or any other breach of contract, the Operator reserves the right to investigate and to take appropriate precautions and / or to block the user temporarily or permanently from using the portal and to block his access data. Any claims for compensation of damages suffered by the Operator shall remain unaffected by this.
- (7) Users must not remove copyright notices, brand names and other legal reservations in the data and they must ensure the acknowledgement of the copyright. Furthermore, they must not change, copy, reproduce, sell, rent, use, supplement or use in any other way brand names and

other content of the portal www.ift-rosenheim.com unless the Operator has granted prior consent in writing.

§ 10 Liability of the Operator

- (1) The Operator is not liable for the correctness and completeness of the content provided by the user.
- (2) The Operator provides data, documents and information to the user for retrieval and use. The Operator does not assume any liability and / or guarantee for the correctness, error-free condition, completeness, reliability and updated status as well as for the usefulness and / or for the usability of the retrieved data, documents, information, research and test reports and / or their non-protection and copyright by third parties.
- (3) If the Operator provides the user with data, documents and information free of charge, then the Operator – with the exception of cases of wilful intent and fraud – shall not be liable for defects and legal deficiencies in these data, documents and information.
- (4) Any claims for the compensation of damages suffered by the user, regardless of the legal grounds, are excluded, especially on account of violation of debt obligations or from prohibited actions. This shall not apply in the case of mandatory liability, for example, in accordance with the Product Liability Act (*Produkthaftungsgesetz*), in cases of wilful intent, gross negligence, for injury to life, body and health, on account of accepting a guarantee for the existence of a characteristic or the breach of significant contractual obligations. The compensation for the breach of significant contractual obligations, however, is not limited to the foreseeable damage that is typical of a contract, provided that there is no wilful intent or gross negligence or that there is liability for physical injuries or on account of transfer of a guarantee for the presence of a characteristic. There is no change in the burden of proof to the disadvantage of the user connected with the above provision.
- (5) Since the Operator does not have any influence on the transport of data via the Internet, he does not assume any liability for technical faults while accessing the Internet. Moreover, the Operator neither provides guarantee that the interactive actions reach the user correctly and with a certain speed of transfer, nor that access to the Internet is ensured at all times.
- (6) There may be restrictions related to the use of the system during system maintenance or in case of faults of the system or in the public power grid. The user is not entitled to file claims of any kind against the Operator, provided that maintenance work or a fault in the public power grid has led to the unavailability of the respective online service and / or the www.ift-rosenheim.com portal.
- (7) Based on the technical situation, which results from the connection to the Internet, the Operator cannot guarantee that the bi-directional flow of information will not be intercepted and / or recorded by third parties. Hence, the Operator does not assume any liability for data security outside his sphere of control. For events causing damage or loss – for example, any loss of data, which may occur during transmission and outside the Operator's sphere of control, he does not accept any liability either.
- (8) Although the Operator operates the www.ift-rosenheim.com portal in accordance with the latest technical and organisational security standard, the Operator does not guarantee that the

portal is free of viruses. Thus, users are responsible for their own protection. They must provide reasonable security measures prior to downloading any data, information or documents; there is no change in the burden of proof to the disadvantage of the user related to this provision.

- (9) The www.ift-rosenheim.com website is linked to the external websites of third parties. ift Rosenheim GmbH does not have any control over the contents of websites that are linked directly or indirectly. The respective providers or operators are responsible for the correctness of the content of the external websites; this is why ift Rosenheim GmbH does not assume any liability for them. Provided that the websites are not the websites of organisations affiliated to the Operator, ift Rosenheim GmbH does not claim the content of such linked external websites to be its own, but distances itself from these linked websites.

§ 11 Final Provisions, Jurisdiction and Applicable Law

- (1) There are no supplementary agreements to these terms and conditions of use. Amendments or supplements to the terms and conditions of use, including amendments to this clause must be in writing for them to come into effect.
- (2) If any provision of this agreement or part thereof is or invalid or ineffective or if they lose their legal validity subsequently, the validity of the remaining provisions / regulations of this agreement shall remain unaffected. Invalid / ineffective provisions must be superseded by those that come closest in meaning to the intended regulation. The same applies to the occurrence of any loopholes that require legal interpretation.
- (3) Provided that the user is a merchant in the sense of the German Commercial Code (*Handelsgesetzbuch*), the court at Rosenheim shall have legal jurisdiction.
- (4) The law of the Federal Republic of Germany shall apply to all legal relationships arising out of these terms and conditions, with the exclusion of the UN CISG (Convention on the International Sale of Goods).