

General Terms of Use; myPREMIO App

§ 1. Consent to the General Terms of Use

The provider of the "myPREMIO" App (hereinafter "App") is ARI-Armaturen Albert Richter GmbH & Co. KG, Mergelheide 56-60, 33758 Schloß Holte-Stukenbrock, Germany, Commercial Register no. at Bielefeld Local Court HRA 11090, VAT ID No. DE 126 953 947 (hereinafter "ARI-Armaturen", "we", "us"). Any inquiries relating to the Premio-Plus Connect App shall be directed to "actuator-support@ari-armaturen.com".

The app can be obtained from the "Apple Store" of Apple Inc. or the "Google Play Store" of Google Inc. Any claims arising out of or in connection with the use of the App must be directed to us. Both Apple Inc. and Google Inc. make the App available only and assume no further warranty or liability.

By downloading, installing or using the App, you unconditionally agree to these General Terms of Use (hereinafter referred to as "Terms"). If you do not agree to these Terms, you must not download the App and you must immediately cease using the App and uninstall it.

These Terms also apply to all updates of this App, unless they are delivered with updated terms.

§ 2. Safety notice before use

Before using the App you must ensure compliance with the operating instructions of the respective ARI product, in particular safety instructions. Before connecting the app to the ARI product, you must ensure that the default settings of the App is not likely to cause damage. Incorrect presets (e.g. torques, end positions, other parameters) may result in damage to the ARI product or to the machinery/plant. In extreme cases, personal injury is possible. After each use of the App, you must ensure that the settings on the ARI product still correspond to the necessary requirements of the machinery/plant.

§ 3. System requirements and functions

The App makes it possible to build up connection with a supported ARI product. The settings and parameters of the ARI product can be readout, (in further versions of the App, parameters can also be changed and overwritten). In addition, operating data and parameters can be stored in a log file on your device. You can make this log file available to us for fault analysis and performance improvement. The processing of the transferred data by us is described in more detail in our data protection declaration. The transmission of log data requires your compliance at least with the legal requirements on data protection and data security.

The current system requirements will be made available to you before the download. You also need a device with connection functions as well as an application for sending e-mails.

Furthermore, a keyword is required to link the app to the ARI product. You will receive the keyword together with the ARI product. The keyword must be treated confidentially and should only be made available to those employees or third parties who require the keyword for the maintenance or servicing of the ARI product and are bound themselves by an obligation to confidentiality. In any case of misuse of the keyword, it must be changed without delay.

§ 4. Right of use

Together with a compatible ARI product, you may use this App subject to these Terms. You have the right to download this App onto a device and to install and execute the App according to its standard functionalities (simple right of use). This right of use is granted to you free of charge, revocable, non-transferable, non-sublicensable and non-exclusive and is subject to compliance with these Terms and applicable laws. Any errors or malfunctions in the App must be reported to us immediately through our contact details above.

The right to use the App further requires that you use the App commercially, are of legal age and sufficiently qualified and observe applicable rules and regulations on work safety. By using the App you ensure and represent to us that you are authorized to build up the connection to the ARI product.

You are prohibited from distributing, publishing, duplicating, reselling, streaming, modifying, adapting, porting, translating, discovering the source code (e.g. by reverse engineering, etc.) or otherwise commercializing the

software of this App or parts thereof in contravention of these Terms by your own actions or by third parties. No rights to the App may be rented, leased or otherwise transferred to third parties.

Decompilation is only permitted in accordance with the provisions of § 69 e of the German Copyright Act (UrhG) -in cases the UrhG is applicable- under the narrow conditions specified therein without the express consent of ARI-Armaturen. However, we will make the information necessary for the creation of interoperability in accordance with §69 e Paragraph 1 Clause 2 UrhG accessible to the persons authorized in §69 e Paragraph 1 Clause 1 UrhG if they contact us directly with the respective problem.

With the exception of the provision of § 69 e UrhG, the user may not disassemble, reassemble, discompile, recompile, retranslate or decode the app in any other way.

Any use of this app or any other publication beyond the simple right of use is only permitted with our written consent.

By providing this App, ARI-Armaturen is not bindingly obliged to provide further services to you, i.e. fault diagnosis or maintenance work.

The granting of the rights of use is conditional upon compliance with these Terms. If the user violates these Terms, the right of use to the App including its contents shall automatically cease to apply. Irrespective of this, we may terminate the right of use at any time with immediate effect by unilateral declaration.

§ 5. Copyrights and trademark rights, secret information

All information, data, software, source code and related documents are protected by national or international copyright laws, intellectual property rights of ARI or third parties, or confidentiality obligations under these Terms. ARI (and its licensors) shall remain the sole owners of all rights arising out of or relating to the App and the ARI products. Except as expressly set forth in these Terms, ARI does not grant you any rights in patents, copyrights, trade secrets, trademarks or other rights in the App or ARI products.

The ARI logo, ARI trademark, images and brand names are the intellectual property of ARI. The individual software of this App is exclusively licensed to ARI. This App is subject to the copyright of third parties and also contains other, partly free software components (Open Source Software). These components are the property of their rightful owners. The respective license conditions can be found in Appendix 1 to these conditions. Use of this App also obliges you to read and comply with the additional license terms set forth in Appendix 1.

By transferring log files and parameters, you authorize us to process and use this data. ARI-Armaturen is entitled to this data and the information, knowledge, know-how, protectable rights or improvements gained from it without restrictions and irrevocably, indefinitely, transferable and free of charge. You herewith transfer these to ARI. We hereby accept the transfer.

§ 6. Warranty

The app is available free of charge. Its functionality can be viewed in the Apple Store and in the Google Play Store where the App was downloaded. The functions can be extended or reduced by us at any time. In particular, there is right to certain functions that were still available in an earlier version, unless this function was paid for.

As far as the App is provided free of charge, it is provided "as is". ARI-Armaturen does not procure the availability, reliability, functionality or suitability of the App for your purposes. Mandatory legal rights of users remain unaffected.

The App may not be available in all countries or in all languages at our discretion and in accordance with legal requirements. The provision of the App and related services may be interrupted or discontinued in whole or in part for all or certain users without notice at our discretion, including if required to do so by law or in cases of violation of these Terms.

§ 7. Liability

Our liability shall be excluded unless required by the an applicable mandatory Product Liability Act, due to intentional misconduct, gross negligence, bodily injury, an agreed a quality guarantee, fraud or the breach of

essential contractual obligations. Essential contractual obligations are those obligations essential for the proper performance of a contract and on which the contracting parties may regularly rely. Damages for breach of essential contractual obligations shall be limited, without prejudice to the statutory requirements, to foreseeable damage typical of the contract, unless intentional misconduct or gross negligence is involved.

You are obliged to indemnify ARI-Armaturen, affiliated companies, executives, representatives, employees, partners and licensors against all claims, demands, losses and damages, including reasonable costs of legal advice and prosecution, arising from a culpable breach by you of these Terms or in connection with such a breach, on first demand. Further rights of ARI-Armaturen remain unaffected. You have the right to prove that ARI-Armaturen actually incurred lower costs.

§ 8. Non-disclosure and Compliance

You agree to keep strictly confidential and not to disclose to any third party any confidential information you obtain from us, regardless of the form in which it is stored or transmitted, for an indefinite period of time. Confidential information are all objects, data or knowledge (written and oral messages, know-how, trade and business secrets, developments and modifications, data, drawings and other technical descriptions, etc.) that are confidential obviously or according to the general understanding of the recipient or the industry or in which we otherwise have a legitimate interest in its secrecy. Excluded from this is all information for which you can prove that (a) it has become or already was publicly accessible without breaching this confidentiality obligation, (b) it was lawfully in your possession prior to the conclusion of this agreement, (c) it was lawfully handed over to you by a third party, (d) it is a lawful and independent development on your part, (e) it is required to be disclosed under a law or a mandatory regulation, in the latter case disclosures must be limited to the extent necessary.

By using this App you represent and ensure to us that the exchange of data with you does not result in a violation of any applicable national or international trade laws (including but not limited to laws imposed by the UN, the EU, EU member states or by the U.S.) as well as that no prior approval of a governmental authority is necessary.

§ 9. Applicable law and jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Germany, without regard to its conflicts of law principles. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Exclusive national and international place of jurisdiction for any dispute arising from or in connection with this agreement shall be the courts competent for Schloß Holte-Stukenbrock. In addition, ARI-Armaturen is also entitled to bring an action at another legal place of jurisdiction.

§ 10. List of Open Source Licenses

The source code of the App is partly subject to the "MIT" license:

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Copyright (c) 2017 "Aleksandar Vacić"

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.