

## **General Terms of Use**

### **I. Scope and conclusion of the contract**

1. Use of the TÜV NORD Web Portal must adhere strictly to these Terms of Use.
2. These Terms of Use must also be adhered to if you utilise the services offered as a result of being directed to them from other websites which give complete or partial access to these services.
3. Depending on the type of use or the status of the user, the Terms of Use may include other legal agreements. If additional agreements apply to the use of the TÜV NORD Web Portal service, specific reference will be made to these at the appropriate point in each case. In the event of conflicts between the regulations in the Terms of Use and those in an additional agreement, the latter shall apply to the relevant service.

### **II. Registration on the TÜV NORD Web Portal**

1. You register as a “user” by opening a customer account, which requires your consent to these Terms of Use.
2. Registration on the TÜV NORD Web Portal is free of charge.
3. In order that the services offered may be used and executed, processing of certain personal data relating to the user is permitted. The handling of data always takes place in accordance with the statutory provisions. More detailed information on data protection as it applies to the services offered by the TÜV NORD Web Portal can be found in our data protection information in the data protection declaration on our website ([www.tuev-nord.de](http://www.tuev-nord.de)). You are required to provide truthful and complete information when you register, and to keep this constantly up to date. Once you have registered, confirmation will be sent to the email address you have provided. By activating the link in the email, you confirm the accuracy of the information you have given and complete your registration on the TÜV NORD Web Portal. Do not share your login details with anyone! You are solely responsible for all activity carried out using your customer account.
4. The TÜV NORD Web Portal reserves the right to reject registration applications without stating reasons.

### **III. Services offered by the TÜV NORD Web Portal, use of the content of the TÜV NORD Web Portal website**

1. The content of the TÜV NORD Web Portal may be used by registered users exclusively for their own contractually agreed purposes.
2. In order to make use of the services offered by the TÜV NORD Web Portal, you must fulfil certain technical requirements which are not included in the services provided by the TÜV NORD Web Portal.

## V. User obligations

1. You are required to keep your login details (username, password) secret and not to give third parties access to your customer account. You may not transfer your customer account to a third party. In particular you must not provide third parties with access to the services of the TÜV NORD Web Portal via your customer account. You are required to inform the TÜV NORD Web Portal (info@tuev-nord.de) immediately if there is any indication that your member account has been misused, or if you become aware that a third party has obtained unauthorised knowledge of your login details.
2. You undertake to comply with the applicable legislation and legal regulations when using the TÜV NORD Web Portal. In particular, you may not publish and make available via the TÜV NORD Web Portal content, material or information which violates legal provisions and/or these Terms of Use.
3. You may not make improper use, in any way whatsoever, of the services offered on the TÜV NORD Web Portal. Particular instances of improper use are as follows:
  - a. use going beyond personal contractually agreed purposes, in particular use which would require the granting, assignment or exercise of rights under the Copyright Act;
  - b. publication or circulation of pornographic, obscene, sexist, defamatory, libellous, offensive, menacing, inflammatory or racist content, information, software or other material;
  - c. any form of advertising of products or services, including the use of data for the circulation of advertising, unless we have given explicit written consent in advance;
  - d. taking any action which impairs or could impair the functioning of the services of the TÜV NORD Web Portal (such as the use of robot, spider or offline reader software for the automatic creation of user requests via the internet; email bombing; denial-of-service attacks; use of harmful components such as viruses, worms, Trojan horses, etc.);
  - e. modification or circulation of areas of the website, including other users' areas, which have not been explicitly made available to the user for this purpose;
  - f. publication of contributions and information with misleading and/or untruthful content.

## II. Liability of the TÜV NORD Web Portal

1. In cases of wilful intent or gross negligence, including on the part of your legal representatives and vicarious agents, we are liable in accordance with the statutory provisions. The same will apply in the event of culpably caused damages arising from injury to life, body and health, in the case of damages caused by the absence of guaranteed quality, and in cases of malicious intent.
2. In the event of damage to property or financial damages caused by slight negligence we are liable only in the case of breach of an essential contractual obligation (i.e. an obligation which must be fulfilled to enable proper execution of a contract in the first place and upon the observance of which the parties can reasonably rely); in such a case, the extent of our liability is limited to the foreseeable and contractually typical damage. We are liable in such cases for damage to property and financial damages up to a maximum amount of EUR 1,000,000.00 for each damage event.
3. Liability under the Product Liability Act remains unaffected.

4. We are not liable – subject to the foregoing provisions – for the accuracy, standard, completeness, reliability, type and quality of information and content provided on third party websites to which the TÜV NORD Web Portal contains links or references. Liability claims against the TÜV NORD Web Portal for material or non-material damages caused through the use or non-use of the information presented and/or the use of incorrect and incomplete information, exist solely within the scope of the above provisions.
5. Liability is otherwise excluded. This expressly covers any liability for the permanent and unrestricted availability of the TÜV NORD Web Portal. The latter is expressly not promised. Liability is also excluded if use of the TÜV NORD Web Portal leads to impairment of the user's devices and IT landscape in general, together with any related consequences.
6. These liability restrictions apply only to the extent permitted by law.

## **VI. Erasure of content and exclusion from use**

1. If we become aware that you are, either intentionally or negligently, in breach of your obligations under these Terms of Use, we are entitled, without stating our reasons, to take immediate action to block your access, to block or delete your content, and/or to restrict your use of the services and functions provided, either temporarily or permanently. Before the blockage/deletion you will receive a notification and a reasonable period of notice within which to remedy the breach of obligation. If your customer account has been blocked, you will be able to recover access to the services offered only with our prior written consent. Our decision regarding your re-registration will be at our discretion.
2. We are also entitled to block your access without stating our reasons if you have not made use of the services we offer for some time. In that case you can apply for a fresh registration or register again.
3. You are entitled to delete your customer account at any time without stating your reasons. If you send an email to this effect to [info@tuev-nord.de](mailto:info@tuev-nord.de), we will carry out the deletion for you as soon as possible.

## **VII. Amendments to the Terms of Use**

The contract of use is based on the website Terms of Use applicable when the user registers. We reserve the right to make subsequent amendments to the Terms of Use, provided this seems necessary and not in breach of good faith, and you are not unduly disadvantaged thereby. In order to continue using the TÜV NORD Web Portal you must consent to the updated version of the Terms of Use.

### **VIII. Other provisions**

1. Should one or more of the provisions of these Terms of Use be or become ineffective, this shall not affect the validity of the remaining provisions. In such a case the legal provisions will apply in place of the ineffective provisions.
2. These Terms of Use are subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
3. If in an individual instance we waive the implementation of these Terms of Use, that does not mean that they have been modified.
4. Insofar as permitted, the exclusive place of jurisdiction for all disputes arising from this contract is Essen.