

Rittal – The System.

Faster – better – everywhere.

Terms of Use for the Smart Service Portal of Rittal GmbH & Co. KG, Herborn (Supplier)

As of February 2019

1. Use of the Smart Service Portal is restricted exclusively to merchants within the meaning of the German Commercial Code, public law legal entities and special funds under public law (Users).
 - 1.1 The Supplier makes the Smart Service Portal available to Users with the customary level of care within the limits of its technical and operational capabilities.
 - 1.2 The User must be fully registered to obtain access. By registering, the User acknowledges that the Terms of Use are binding on the User.
 - 1.3 By registering, the User gives its assurance that the owner or authorized user of the technical equipment, which the Smart Service Portal monitors to identify servicing and maintenance needs, has authorized the User to access the information displayed. The authorization must be verified to the Supplier in a suitable manner upon request.
2. The Supplier reserves the right to change the Terms of Use at any time with effect for the future.
 - 2.1 The Supplier shall notify the User of any changes in advance and designate the date on which they will take effect. The Supplier shall combine the information with notification that the changes will be deemed to have been accepted by the User if the User accesses the Smart Service Portal after the date the changes take effect. The User can view the current version of the Terms of Use on the Smart Service Portal by clicking on the "Terms of Use" hyperlink.
 - 2.2 The User acquires no legal right to permanent use of the Smart Service Portal or the contents thereof through registration. The Supplier reserves the right to change or supplement its offering, in whole or in part, and to block access on a temporary or permanent basis. To the extent technically and organizationally feasible, the Supplier shall notify the User of any blocking in advance by inserting notice, particularly in the case of scheduled maintenance work or final discontinuance of the offering or its essential functions.
 - 2.3 Irrespective of the data processing actually carried out pursuant to Section 6, the Supplier assumes no obligation to permanently store the data accumulated through use of the Smart Service Portal or to secure the data in a certain manner or encrypt or transmit the data. To the extent that the User avails itself of the ability within the Smart Service Portal to transfer data (e.g. by sending SMS messages or e-mails), the data shall be sent unencrypted.
3. Registration requires that the mandatory fields be completely filled in. Registration is completed by placing a check mark in the field that states, "I agree to the Terms of Use," and pressing the "Send" button.
 - 3.1 The user name is the e-mail address provided by the User during registration. The Supplier can use the e-mail address to send all necessary information relevant to the Smart Service Portal. The User can provide a different e-mail address at any time by using the settings in the user account.
 - 3.2 The provision of any additional personal data by the User is voluntary.
 - 3.3 All information must be true, the User must keep this information up to date.
 - 3.4 The User may not abuse the access authorization it has received, particularly by disclosing it to unauthorized third parties. The User is prohibited from registering multiple times under different names and from transferring its user account.
 - 3.5 The User is responsible for any access of the Smart Service Portal through the use of its access data. The User must keep its password secret. If the User suspects that unauthorized persons are using its access data, it shall promptly change the password and inform the Supplier in text form of the circumstances of which it is aware.
 - 3.6 The User can end the user relationship at any time by giving notice to the Supplier. In this case, the Supplier shall erase all stored personal data concerning the User, to the extent technically and operationally feasible, unless there is a legal obligation to retain such data.
4. Use of the Smart Service Portal is free of charge for the User.
 - 4.1 The User shall bear the costs of mobile or other use of the Internet, including for volumes of data transferred and any one-time or recurring telecommunications fees incurred.
 - 4.2 The Supplier makes the Smart Service Portal available at its own discretion and within the bounds of its technical and operations capabilities. The Supplier is not liable for a certain level of availability or a specific range of functions.
 - 4.3 When using the Smart Service Portal, the User may not take any actions that are likely to jeopardize or impair the security of systems and/or software belonging to the Supplier or to third parties. The User must refrain from taking any action that could result in impairment or disruption of the Smart Service Portal or access thereto. The User's obligations apply mutatis mutandis to measures that enable third parties to access the Smart Service Portal without authorization, particularly for the purpose of deploying malware, Trojans, etc.
 - 4.4 The User is prohibited from modifying, overwriting or copying the functions provided by the Supplier in the Smart Service Portal, particularly by circumventing technical protective measures. The software applications of the Smart Service Portal may not be modified or edited, decompiled (including by way of reverse engineering), stored or otherwise copied.

- 4.5** The Smart Service Portal is solely intended for the User's own use and purposes. The User is prohibited from using the Smart Service Portal for commercial purposes of any kind. The User may not provide access to the Smart Service Portal or the information obtained thereby as a service to third parties with or without compensation.
- 4.6** The User itself is responsible for all data backup measures, including making any backup copies.
- 5.** The Supplier shall collect, process and use the User's personal data solely to make the Smart Service Portal available and implement the user relationship.
- 5.1** When processing personal data, the Supplier shall comply with the legal provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
- 5.2** There shall be no disclosure of data to third parties or use of data for advertising purposes, unless the User has expressly consented to the use of its personal data in the individual case.
- 5.3** The User can withdraw its consent at any time with effect for the future. When obtaining consent, the Supplier shall inform the User of this and of the User's ability to view its existing consents on the Smart Service Portal at any time.
- 6.** The Supplier shall process other data, particularly the sensor data regarding the operating condition and relevant technical parameters of the equipment being continuously monitored by the Smart Service Portal, at its own discretion in accordance with its expertise. Data that is not needed or is no longer needed will be promptly erased. The Supplier shall determine the manner and extent to which the data collected will be analyzed by the Supplier or third parties to make it available on the Smart Service Portal in prepared form. The User has no right to a certain type of preparation or display. In addition, the User must regularly match the information on the displays of its individual devices with that on the Smart Service Portal. If there are differences, the data on the display of the device shall be controlling.
- 7.** The Supplier makes the Smart Service Portal available free of charge. Due to the complexity of the underlying database and the dependency of the results on the accuracy and currency of the User's information and data, the Supplier only gives a limited warranty that results on the Smart Service Portal will be free of defects. Therefore, the Supplier shall only be liable for deficiencies in data analysis in the case of malicious intent. In other respects, the Supplier shall only be liable for grossly negligent and intentional conduct (cf. §§ 521 et seq. of the German Civil Code [BGB]).
- 8.** If one or more of the above provisions is or becomes invalid, this shall not affect the validity of the remaining provisions. These Terms of Use shall be subject to the laws of the Federal Republic of Germany governing domestic transactions. The place of performance and the place of jurisdiction shall be Herborn.