Terms and Conditions of Use for the ELS Software Developed by DOM Sicherheitstechnik GmbH & Co. KG

DOM GmbH & Co. KG, with its registered office in Wesselinger Strasse 10-16, D–50321 Brühl (hereinafter referred to as "DOM"), shall provide dealers of its 125-kHz products (hereinafter referred to as "Users") with its ELS software and ELSmobile for use on Windows computers (hereinafter referred to as the "software"). The ELS software is the platform used to manage the entire range of 125-kHz ELS products. ELSmobile is a scaled-down version of the ELS software that can either be used in combination with the ELS software (e.g. to programme devices) or as a stand-alone solution. DOM assumes its dealers are "Entrepreneurs" within the meaning of Section 14 of the German Civil Code (BGB).

§ 1 Scope of Application

(1) The current version of the following Terms and Conditions of Use shall apply in addition to DOM's General Terms and Conditions, which can be accessed by following the link below. By installing the software, the User agrees to these Terms and Conditions of Use and DOM's General Terms and Conditions.
(2) These Terms and Conditions of Use shall also apply to all downloads and software extensions provided by DOM, provided they are not subject to a separate agreement. Any such separate agreements shall govern their respective updates and extensions.
(3) These Terms and Conditions of Use are aimed at "Entrepreneurs" within the meaning of Section 14 of the BGB.

§ 2 Areas of Use, Installation and Features of the Software; Modifications and Extensions

(1) The software is designed for server systems and single-user computers like PCs, notebooks and laptops (hereinafter referred to as "computers"). Provided computers have the requisite communication interfaces, this software can be used to control, read and programme devices in the 125-kHz product range.
(2) It is the User's responsibility to back up all data stored on his/her computer, including the registry database, before installing the software. In the event of software errors, data losses or other damage caused by the installation or use of the software, DOM's liability shall be limited as per § 7.
(3) The software and its features will be constantly modified in the form of updates. These updates must be ordered through DOM's specialist trade partner, which may lead to additional costs. Software updates offered by DOM shall be released at irregular intervals. The installation of updates is an essential requirement to make sure Users have the most up-to-date version of the software and can take advantage of its latest features. If updates are not installed, this may fully or partially restrict the functionality of the software. DOM shall endeavour to ensure the functionality of the software. However, DOM is not obliged to provide updates or ensure the operability of the software.
(4) DOM reserves the right to extend and/or modify the software's features, make improvements and even remove individual functions. DOM shall generally do this to adapt to technical advances, but it may also do so without justification. Any such modifications may alter the appearance, navigation and features of the software. If the User does not agree to this, he/she may no longer use the software. If the User continues to use the software, this shall constitute his/her acceptance of the changes and future Terms and Conditions of Use. DOM shall indicate these ramifications to the User when announcing such changes.

§ 3 Technical Requirements & Compatibility

(1) A computer with an appropriate operating system and USB port is required to use the software. You can find more information on the system requirements in the data sheet by following the link below. An adequate Internet connection is required to activate further features. Connection fees shall be borne by the User.
(2) DOM cannot guarantee that the software will be compatible with the User's computer. Furthermore, DOM cannot guarantee that the software will be fully available at all or specific times, or that it will meet certain performance needs or functional requirements. DOM cannot guarantee that the software will remain usable following changes to the computer's operating system.

§ 4 Rights

(1) DOM shall provide the User with the software, which must be used exclusively for his/her own non-commercial purposes. DOM shall grant the User a simple, non-exclusive and non-transferable right of use; this shall be restricted to the respective term of the contract, allowing the User to utilise the software for the purposes envisaged by DOM.
(2) The software provided by DOM may only be used in an unaltered form. The User is particularly not allowed to modify, reverse engineer, decompile or convert the software and/or its programme code, reset the source code or create products derived from the software.
(3) The User must not sell, lease or otherwise make the software available to third parties. Any information, brand names and other contents of the software may only be changed, copied, duplicated, sold, leased, used or otherwise exploited with the prior written approval of DOM.
(4) The User shall not be granted any other rights whatsoever in addition to the rights of use established explicitly in these Terms and Conditions of Use – especially not to DOM's company name or industrial property rights – and DOM has no obligation to grant such rights.

§ 5 Costs

The software prices shall be determined by the current price list.

§ 6 Use of the Software

(1) The User may only use the software in accordance with these Terms and Conditions of Use. The User shall be obliged to stop using the software in any way that infringes these Terms and Conditions of Use.
(2) The software can be used to manage access to rooms secured with 125-kHz ELS devices. It is the sole responsibility of the User to make sure his/her computer is not accessible to third parties. The User shall assume full responsibility for all activities carried out on his/her computer, especially if this affects third parties (the User's customers).

§ 7 Liability

(3) If the User seriously breaches these Terms and Conditions of Use, DOM may prevent the User from using all or part of the software. The User shall be obliged to compensate DOM for any damage caused by his/her breach of these Terms and Conditions of Use, unless the User is not responsible for the breach.

(4) DOM shall be liable for gross negligence and intent. DOM's liability for minor negligence and damages arising from injury to life, body and health shall be governed by the German Product Liability Law. In the event of minor negligence, DOM shall only be liable for the breach of fundamental contractual duties which are essential for the proper performance of the contract and on the observance of which the contractual partner may usually depend (cardinal obligations). This limitation of liability shall also apply to any vicarious agents employed by DOM.

(5) DOM shall not assume liability for any other damages, especially data losses or hardware faults caused by the incompatibility of the software with the components installed on the User's computer, or system faults caused by misconfigurations. This shall not affect its liability assumed in accordance with the German Product Liability Law.

(6) DOM shall not be liable for any damages caused by faulty, delayed or interrupted data transmissions, technical malfunctions, service disruptions, incorrect or incomplete information, viruses or other factors that arise during the use of the software, unless such damages are attributable to gross negligence or intent.

§ 8 Data Protection

The User's data shall be handled in accordance with statutory provisions. The separate Privacy Statement shall apply.

§ 9 Duration / Termination

(1) This contractual relationship shall begin as soon as the User downloads the software or purchases the data carrier (e.g. CD, DVD or USB stick) and then uses the software; it shall run for an indefinite period of time.

(2) The User may end this contractual relationship at any time by deleting the software from his/her computer.

(3) DOM may terminate this contractual relationship at any time with a notice period of one month. This shall not affect DOM's right to terminate the contractual relationship for good reason. DOM shall have a particularly good reason if the User seriously breaches these Terms and Conditions of Use, unless the User is not responsible for this breach.

§ 10 Other Provisions

(1) The contractual relationship between the contracting parties shall be governed by German law with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

(2) Brühl is hereby agreed as the place of performance. Cologne shall be the place of jurisdiction if the User is a merchant, a legal entity under public law or a special public fund.

(3) If a condition contained in these Terms and Conditions of Use proves to be fully or partially ineffective, invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. An ineffective, invalid or unenforceable condition shall be replaced by an effective and enforceable provision that comes as close as possible to the originally pursued objective in terms of its subject, extent, time, place and scope of application. The same shall apply to any loopholes found in these Terms and Conditions of Use.

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