



Terms of Use

Status: October 2023

BITZER Kühlmaschinenbau GmbH, Peter-Schaufler-Platz 1, 71065 Sindelfingen (hereinafter referred to as "BITZER") offers various digital services forming a part of the customer portal myBITZER (hereinafter referred to as "services"). Furthermore BITZER provides a cloud (hereinafter referred to as "myBITZERcloud") which may be used to store, retrieve, share or exchange technical data (hereinafter referred to as "data") with other users of myBITZERcloud. The usage of myBITZERcloud requires registration. When the user has registered for this service, the data can be transferred to the myBITZERcloud and be stored there in the event of the use of IQ products or an installed Internet connection.

The use of the services within the scope of myBITZER and the use of myBITZERcloud requires the consent of the user to the following terms of use .

1. USER ACCOUNT myBITZER

- 1.1. The registration for the myBITZER customer portal may be done by clicking on "myBITZER" on the homepage www.bitzer.de.
- 1.2. The deletion of the user's own user account takes place in the user account under "My data", "Delete account". Only after the user has received a confirmation e-mail for the deletion of the user profile, the user profile is finally and irrevocably deleted.

2. SUBJECT OF SERVICES

- 2.1. Services provide to the user for example the possibility to upload and store data in myBITZERcloud and to retrieve, download, share or exchange data with other users as well as to visualise and analyse the data.
- 2.2. myBITZERcloud is not a platform for permanent backups, but is to be used to store, retrieve and share data.
- 2.3. Data within the meaning of these conditions are technical data such as configuration data, live logs and data sheets.

3. USE OF SERVICES AND myBITZERcloud

- 3.1. By using myBITZERcloud the user grants BITZER unlimited access authorization for the uploaded information on myBITZERcloud.
- 3.2. Services are fee-based depending on the choice of service.
- 3.3. Storage space in myBITZERcloud as part of the service is free of charge.
In this context BITZER informs you that for up- or downloading data into the myBITZERcloud costs may arise due to internet connection BITZER has no influence on.
- 3.4. To use the services a compatible device, access to the internet and a special software might be required. Furthermore, a frequent update might be necessary which could be automatically downloaded and installed. BITZER points out, that the use of services might be influenced by the performance of aforementioned criteria.
- 3.5. Services may only be used for the purposes permitted in these terms and only to the extend allowed by applicable laws, regulations and concerned jurisdiction.



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- 3.6. The services may not be available in all languages and countries.
- 3.7. The use of the services is prohibited in those countries for which an embargo has been imposed.
Furthermore, the use of services by persons, organizations or institutions mentioned on sanction lists according to EU regulation or US export regulations is prohibited.

4. TRADEMARK RIGHTS, LICENCES

By using the services neither a right, title nor license is being conferred.

5. USE OF DATA BY BITZER

BITZER is entitled to use uploaded data from myBITZERcloud for statistical purposes and for the purpose of further product development and product improvement as well as for the purpose of service optimization.

6. RIGHTS AND OBLIGATIONS

- 6.1. Services may not be duplicated or copied without the prior written consent of BITZER. To provide services to unauthorized third parties, in particular competitors of BITZER, is prohibited.
- 6.2. Security mechanisms set up by BITZER, such as entry of registration data, may not be circumvented or disabled without the prior written consent of BITZER.
- 6.3. In case the user loses the registration data or if suspicion arises that registration data was disclosed to third persons or misuse of access is suspected, the user must immediately notify BITZER.
- 6.4. The user is obliged to take regular measures to secure his hard- and software. This includes, in particular, backup copies of the uploaded data and the use of updated anti-virus programs.
- 6.5. There is no claim to porting the myBITZERcloud to future or other system software and internet browser.
- 6.6. BITZER reserves the right to update the services as well as myBITZERcloud, to suspend them indefinitely or to switch them off permanently. Registered users will be informed in advance on a permanent deactivation. A temporary unavailability of services or myBITZERcloud for updating purposes may occur at any time without prior notice.

7. WAIVER OF WARRANTY AND EXCLUSION OF LIABILITY

- 7.1. BITZER assumes no warranty or guarantee for the faultless or permanent availability of services and myBITZERcloud. Any liability in this respect is excluded.
- 7.2. BITZER assumes no liability for loss, damage, (hacker) attacks, viruses or other security-related disturbances in connection with data transmission or data storage.
- 7.3. Any liability for indirect or consequential damages such as but not limited to loss of profit due to loss of data, damage, (hacker) attacks, viruses or other security-related disturbances in connection with data transmission and data storage is excluded.
- 7.4. This exclusion of liability does not apply in the case of wilful intent or injury to body, life and health or if other mandatory legal regulations exclude a limitation of liability.



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8. MODIFICATION / UPDATES

BITZER reserves the right to change or update these Terms of Use at any time.

9. FINAL PROVISIONS

- 9.1. The law of the Federal Republic of Germany shall apply to these Terms of Use under exclusion of its conflict of laws provisions and the UN convention on contracts for the international sale of delivery items (CISG).
- 9.2. The exclusive place of jurisdiction for all disputes arising from or in connection with the use of myBITZER, the services and myBITZERcloud is Sindelfingen, Germany. However, BITZER reserves the right to sue at any other place of jurisdiction.
- 9.3. If any provision of these Terms of Use, or any thereof, is found to be, illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned shall continue to be in effect. In this case, the invalid provision shall be replaced by a valid provision which corresponds best to the commercial interest of the invalid one.