

General Terms and Conditions of myREX24 portal

§ 1 Subject of the contract, scope, amendments

1. Helmholz GmbH & Co. KG, represented by the personally liable partner Helmholz Verwaltungs GmbH, which is represented by the managing directors Carsten Bokholt and Karsten Eichmüller, hereinafter referred to as "Helmholz", provides customers with a web portal ("myREX24" or "myREX24 V2") which as an intelligent mediation server offers a central access point for teleservicing and data capture for machines and users.
2. Only registered customers that have the required hardware ("REX-Router" from Helmholz) are able to utilize the web portal.
3. The following terms and conditions definitively govern the contractual relationship between Helmholz and the respective customer and apply exclusively. Any of the customers' opposing terms and conditions or terms and conditions that differ from these terms and conditions are not recognized, unless Helmholz has explicitly agreed to them in an individual case.

§ 2 Registration, access

1. The prerequisites for utilizing the services of Helmholz are full and truthful registration with Helmholz and use of the free shDIALUP client software and the required hardware from Helmholz ("REX-Router").
2. Only customers that are entrepreneurs within the meaning of the German Civil Code may register. An entrepreneur is a natural person or legal entity or a partnership with legal capacity which, when concluding a legal transaction, is exercising its commercial or independent professional activity. By registering on the internet platform, the customer warrants that it is an entrepreneur or is performing the registration as an entity authorized to represent a company. Helmholz shall be entitled to demand suitable proof of the customer's entrepreneurial status at any time.
3. If the entrepreneur is a natural person, this person must be of legal age and have unlimited legal capacity.
4. Each customer may only register themselves or their company once on the Helmholz portal.
5. Registration with Helmholz is free of charge.
6. With complete registration on the myREX24 platform, the customer shall receive an e-mail containing their user name and a password.
7. There is no entitlement to enter into a license agreement. Helmholz reserves the right to decline to enter into a license agreement without specifying reasons, but in particular on account of
 - a) incorrect details provided during registration.
 - b) doubts about the legal existence of the user.
 - c) violations of the General Terms and Conditions.
8. The user shall undertake to notify Helmholz immediately about any changes to the details specified during the registration process.

§ 3 Services to be provided by Helmholz

1. Helmholz shall provide, in the form of myREX24, a web portal which as a mediation server with integrated user and machine administration offers user and router accounts to customers.
2. Helmholz shall provide the customer with the free shDIALUP client software on the internet. The customer can use this client software to establish a direct connection to the web portal and access the router accounts via their user account.
3. In addition, Helmholz shall provide the customer with the possibility to have data which it selects actively sent on a regular basis via the router from the machines to the web portal and this data is then saved there in its user account.
4. Helmholz shall provide the customer with an internal messaging and task system. The users registered for a user account can use this messaging and task system to send messages and assign tasks to one another.
5. Helmholz offers network accessibility of 99% on average each year.
6. Helmholz shall be entitled to cease to provide its free services at any time and without prior notification.

§ 4 Charges, costs, blocking

1. Use of the web portal is free of charge for an active connection and up to 10 routers (myREX24 V1) or up to 50 routers (myREX24 V2).
2. In addition, the prices for further portal functionalities can be found in the very latest price lists from Helmholz.
3. One-off charges shall be due for payment on receipt of the invoice.
4. Annual charges are fundamentally always calculated for a calendar year and must be paid annually in advance. The customer shall receive an invoice in respect of this. If a contract is entered into during the course of a calendar year, the charges can be calculated on a pro-rata basis up to 31 December of the current year.
5. If the customer defaults on payment of the charges, Helmholz shall be entitled to block the account until all charges have been paid in full.

§ 5 Obligations of the customer

1. The customer shall be obliged to use the required hardware from Helmholz and also to update and maintain it or have it updated and maintained.
2. The customer shall likewise be obliged to use the services of Helmholz only for the purposes of the contract.
3. The customer is obliged to store the login details and in particular their password properly, keep them secret and not pass them on to unauthorized third parties. The customer must also ensure that their password is chosen to be sufficiently secure and in particular has at least 8 characters including both letters and numbers.
4. The customer undertakes only to carry out the teleservicing of machines and systems via a telecommunications line, modems or router, and/or have it carried out, if on site there is a trained person who is able to intervene in the operation of the machine or system at any time. It is not permitted to interfere with programs which are running without any visual communication (check).
5. The customer pledges that it or the commissioning person shall carefully read through the operating manual before commissioning the REX-Router, or before using the myREX24 portal.

§ 6 Term of the contract, termination

1. The free basic access is for an indefinite period of time and can be terminated at any time without giving notice by both parties to the contract.
2. If a contract for a service that is subject to a charge is entered into, this generally always runs for one calendar year and is automatically extended in each case by another calendar year if the customer does not terminate it promptly in writing by giving three months' notice to the end of a calendar year. If a contract is entered into during the course of a calendar year, this contract runs until 31 December of the current year and is then extended in accordance with the previous sentence.

§ 7 Liability

1. Helmholz bears unlimited liability for damages caused deliberately or by gross negligence, in the event of fraudulent concealment of defects, if a quality guarantee is provided, for claims based on the German Product Liability Code and for injury to life, limb or health.
2. Helmholz shall only be liable for other damages if an obligation is breached which needs to be complied with to make it possible for the contract to be properly implemented in the first place and which the customer can ordinarily expect to be complied with (cardinal obligations).
3. In the cases of sect. 2, the liability shall be limited to the level of damage that can typically be predicted.
4. The above limitations of liability also apply to the vicarious agents of Helmholz.

§ 8 Force majeure

Helmholz shall be exempted from the obligation to provide a service in cases of force majeure. Force majeure is deemed to be all unforeseeable events and those events whose effects are not the responsibility of performance of either party under the contract. These events include in particular legal industrial action, also in third-party businesses and official measures.

§ 9 Data security, data protection

1. The connection between the user and the system is always established via the portal, which means that the user and the system always establish a dedicated connection to the portal. For this reason, the firewall for the user and the machine can be configured such that the establishment of the connection is generally blocked by the internet. This offers a higher level of security from unauthorized access.
2. The data transfer itself then takes place via a secure VPN connection or HTTPS connection based on TLS/SSL.
3. For the duration of the existing user account, Helmholz saves all messages which are exchanged within this user account, all tasks which are assigned and all data sent by the machines. The customer may delete these messages, tasks and machine data manually at any time. In addition, all of this data is also deleted when the user account is deleted.
4. Helmholz merely saves the data which is required for handling the contract and invoicing and the data which is stored in the respective customer account.

§ 10 Place of jurisdiction, place of performance

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of Helmholz, provided that the contractual party is a merchant. The contractual relationships are governed by the substantive law of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of performance for deliveries and services of Helmholz shall be the registered office of Helmholz GmbH & Co. KG.

§ 11 Miscellaneous

In the event that one or more provisions of a contract including these General Terms and Conditions becomes ineffective, the effectiveness of the remaining provisions remains unaffected.

In such a case, the parties shall replace ineffective provisions with effective provisions which most closely approximate the economic purpose of the ineffective provision. The same applies in the event of any gaps in the contract.

Any changes and additions to the contract must be made in writing.

The contractual party is responsible for any necessary official permits, in particular export permits; Helmholz bears no responsibility here.

The buyer shall use its best efforts to ensure, that the purpose of this confirmation is not frustrated by third parties in the wider trading chain, including possible resellers. Therefore, the buyer accepts to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties further down the trade chain, including possible resellers, that would defeat the purpose of this declaration / agreement. This paragraph applies to all regions controlled by Russia because of Russian war of aggression.

Any violation of this agreement shall constitute a material breach of this agreement, and the seller shall be entitled to seek appropriate remedies including, but not limited to termination of agreement or a penalty equal 100% of mentioned order or refund of occurred penalty charges by any authority or government organization, whichever is greater.

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