

# Software license agreement & data protection statement

## WEIDMUELLER SOFTWARE LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY) AND WEIDMUELLER. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY SELECTING THE DOWNLOAD OR INSTALL NOW BUTTON AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE.

### 1. DEFINITIONS

1.1. "WEIDMUELLER" MEANS WEIDMÜLLER INTERFACE GMBH & CO. KG, KLINGENBERGSTRASSE 26, D-32758 DETMOLD AND ITS LICENSORS, IF ANY.

1.2. "SOFTWARE" MEANS ONLY THE WEIDMÜLLER CONFIGURATOR SOFTWARE PROGRAM(S) AND THIRD PARTY SOFTWARE PROGRAMS, IN EACH CASE, SUPPLIED BY WEIDMUELLER HEREWITH, AND CORRESPONDING DOCUMENTATION, ASSOCIATED MEDIA, PRINTED MATERIALS, AND ONLINE OR ELECTRONIC DOCUMENTATION, AND ALL UPDATES OR UPGRADES OF THE ABOVE THAT ARE PROVIDED TO YOU.

### 2. LICENSE GRANTS

2.1. YOUR LICENSE RIGHTS UNDER THIS EULA ARE NON-EXCLUSIVE.

2.2. CERTAIN RIGHTS ARE NOT GRANTED UNDER THIS AGREEMENT, BUT MAY BE AVAILABLE UNDER A SEPARATE AGREEMENT. IF YOU WOULD LIKE TO ENTER INTO A DISTRIBUTION AGREEMENT OR LEARN OF OTHER LICENSING STRATEGIES, PLEASE GO TO: [HTTP://WWW.WEIDMUELLER.COM](http://www.weidmueller.com) OR CONTACT OUR REGIONAL SALES OFFICE.

### 3. LICENSE RESTRICTIONS

3.1. YOU MAY NOT MAKE OR DISTRIBUTE COPIES OF THE SOFTWARE.

3.2 YOU MAY NOT ALTER, MERGE, MODIFY, ADAPT OR TRANSLATE THE SOFTWARE, OR DECOMPILE, REVERSE ENGINEER, DISASSEMBLE, OR OTHERWISE REDUCE THE SOFTWARE TO A HUMAN-PERCEIVABLE FORM.

3.3. YOU MAY NOT SELL, RENT, LEASE, OR SUBLICENSE THE SOFTWARE.

3.4. YOU MAY NOT MODIFY THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE.

3.5. YOU MAY NOT EXPORT THE SOFTWARE INTO ANY COUNTRY PROHIBITED BY THE UNITED STATES EXPORT ADMINISTRATION ACT AND THE REGULATIONS THEREUNDER.

3.6. IN THE EVENT THAT YOU FAIL TO COMPLY WITH THIS EULA, WEIDMUELLER MAY TERMINATE THE LICENSE AND YOU MUST DESTROY ALL COPIES OF THE SOFTWARE

(WITH ALL OTHER RIGHTS OF BOTH PARTIES AND ALL OTHER PROVISIONS OF THIS EULA SURVIVING ANY SUCH TERMINATION).

3.7. YOU SHALL NOT USE THE SOFTWARE TO DEVELOP ANY SOFTWARE OR OTHER TECHNOLOGY HAVING THE SAME PRIMARY FUNCTION AS THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USING THE SOFTWARE IN ANY DEVELOPMENT OR TEST PROCEDURE THAT SEEKS TO DEVELOP LIKE SOFTWARE OR OTHER TECHNOLOGY, OR TO DETERMINE IF SUCH SOFTWARE OR OTHER TECHNOLOGY PERFORMS IN A SIMILAR MANNER AS THE SOFTWARE.

#### **4. OWNERSHIP**

THE FOREGOING LICENSE GIVES YOU LIMITED LICENSE TO USE THE SOFTWARE. WEIDMUELLER AND ITS SUPPLIERS RETAIN ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS, IN AND TO, THE SOFTWARE AND ALL COPIES THEREOF. ALL RIGHTS NOT SPECIFICALLY GRANTED IN THIS EULA, INCLUDING FEDERAL AND INTERNATIONAL COPYRIGHTS, ARE RESERVED BY WEIDMUELLER AND ITS SUPPLIERS.

#### **5. WARRANTY DISCLAIMER**

5.1. THE SOFTWARE IS PROVIDED TO YOU ON AN "AS-IS" BASIS. WEIDMUELLER PROVIDES NO TECHNICAL SUPPORT FOR THIS SOFTWARE, WARRANTIES OR REMEDIES FOR THE SOFTWARE.

5.2. WEIDMUELLER AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. WEIDMUELLER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. WEIDMUELLER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

5.3. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.

5.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WEIDMUELLER, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

5.5. (USA ONLY) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

5.6. WEIDMUELLER SHALL HAVE NO RESPONSIBILITY IF THE SOFTWARE HAS BEEN ALTERED IN ANY WAY, OR FOR ANY FAILURE THAT ARISES OUT OF USE OF THE

SOFTWARE WITH OTHER THAN A RECOMMENDED HARDWARE CONFIGURATION, PLATFORM OR OPERATING SYSTEM.

## **6. LIMITATION OF LIABILITY**

6.1. NEITHER WEIDMUELLER NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF WEIDMUELLER OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6.2. WEIDMUELLER'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$50 OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

6.3. (USA ONLY) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

6.4. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO ALL ASPECTS OF THIS EULA.

## **7. BASIS OF BARGAIN**

THE WARRANTY DISCLAIMER AND LIMITED LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN WEIDMUELLER AND YOU. WEIDMUELLER WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE ON AN ECONOMIC BASIS WITHOUT SUCH LIMITATIONS. SUCH WARRANTY DISCLAIMER AND LIMITED LIABILITY INURE TO THE BENEFIT OF WEIDMUELLER'S LICENSORS.

## **8. THIRD PARTY SOFTWARE**

THE SOFTWARE MAY CONTAIN THIRD PARTY SOFTWARE WHICH REQUIRES NOTICES AND/OR ADDITIONAL TERMS AND CONDITIONS. SUCH REQUIRED THIRD PARTY SOFTWARE NOTICES AND/OR ADDITIONAL TERMS AND CONDITIONS ARE LOCATED AT [HTTP://WWW.WEIDMUELLER.COM](http://www.weidmueller.com) OR OUR SALES DEPARTEMENT AND ARE MADE A PART OF AND INCORPORATED BY REFERENCE INTO THIS EULA. BY ACCEPTING THIS EULA, YOU ARE ALSO ACCEPTING THE ADDITIONAL TERMS AND CONDITIONS, IF ANY, SET FORTH THEREIN.

9. THIS EULA CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS OR UNDERSTANDINGS, WHETHER ORAL OR WRITTEN. YOU AGREE THAT ANY VARYING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN NOTIFICATION OR DOCUMENT ISSUED BY YOU IN RELATION TO THE SOFTWARE LICENSED HEREUNDER SHALL BE OF NO EFFECT. THE FAILURE OR

DELAY OF WEIDMUELLER TO EXERCISE ANY OF ITS RIGHTS UNDER THIS EULA OR UPON ANY BREACH OF THIS EULA SHALL NOT BE DEEMED A WAIVER OF THOSE RIGHTS OR OF THE BREACH.

10. NO WEIDMUELLER DEALER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY AMENDMENT TO THIS EULA.

11. IF ANY PROVISION OF THIS EULA SHALL BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE CONTRARY TO LAW, THAT PROVISION WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE, AND THE REMAINING PROVISIONS OF THIS EULA WILL REMAIN IN FULL FORCE AND EFFECT.

12. ALL QUESTIONS CONCERNING THIS EULA SHALL BE DIRECTED TO: WEIDMÜLLER INTERFACE GMBH & CO. KG, KLINGENBERGSTRASSE 16, D-32758 DETMOLD.

13. WEIDMUELLER AND OTHER TRADEMARKS CONTAINED IN THE SOFTWARE ARE TRADEMARKS OR REGISTERED TRADEMARKS OF WEIDMUELLER, INC. IN GERMANY AND/OR OTHER COUNTRIES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS IN THE SOFTWARE. THIS EULA DOES NOT AUTHORIZE YOU TO USE WEIDMUELLER'S OR ITS LICENSORS' NAMES OR ANY OF THEIR RESPECTIVE TRADEMARKS.

## **Privacy policy for the Weidmüller Configurator**

(Version: January 2022)

### **Preamble**

Weidmüller Interface GmbH & Co. KG (in the following "Weidmüller", information about Weidmüller can be found [here \(https://www.weidmueller.com/int/other/imprint.jsp\)](https://www.weidmueller.com/int/other/imprint.jsp)), is pleased that you are using our Configurator (in the following "WMC"). Data protection and data security when using our WMC are very important to us. At this point we would therefore like to inform you which of your personal data we collect when you use the WMC and for what purposes it is used. Since changes in the law or changes in our internal company processes may make it necessary to adapt this data protection declaration, we ask you to read it regularly.

### **1. Scope of application**

This data protection declaration applies to Weidmüller's WMC.

### **2. Name and address of the controller**

The controller according to Art. 4 para. 7 of the General Data Protection Regulation (in the following "GDPR") is Weidmüller Interface GmbH & Co. KG, Klingenbergstraße 26, 32758 Detmold, Germany.

### **3. Name and address of the data protection officer**

Our data protection officer is Dr. Karsten Kinast, LL.M, KINAST Rechtsanwaltsgesellschaft mbH, Hohenzollernring 54, 50672 Cologne, Germany. You can also contact our data protection officer at any time with any questions concerning data protection, ideally via e-mail to: [datenschutz@weidmueller.de](mailto:datenschutz@weidmueller.de).

### **4. General information on data processing**

In general, we collect and use personal data of our users only to the extent that this is necessary for the provision of a functional WMC as well as our contents and services.

#### **4.1 Personal data**

Personal data is any information that can be individually assigned to you. This includes, for example, your name, e-mail address, home address, gender, date of birth, telephone number or age. Information that is not personal data includes, for example, the number of users of the WMC.

#### **4.2 Processing of personal data**

Processing is any operation or set of operations which is performed on personal data, whether or not performed by automatic means, such as collection, recording, organisation, filing, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or any other form of making available, alignment or combination, restriction, erasure or destruction. Personal data is collected via this WMC if you provide it to us of your own accord, e.g. as part of an enquiry / order. Data will only be transferred to third parties if this is expressly permitted by law or if you have consented to the transfer as part of your registration or in the course of an active business relationship.

#### **4.3 Legal basis for the processing of personal data**

Within the framework of the WMC, we process your personal data in accordance with the provisions of the GDPR and the Federal Data Protection Act (hereinafter "BDSG") for various purposes. The processing of your personal data is thereby based on one of the following legal bases:

- your consent pursuant to Art. 6 para. lit. a GDPR,
- the processing is necessary for the performance of a contract with you, or for the implementation of pre-contractual measures, which are carried out at your request according to Art. 6 para. 1 lit. b GDPR,
- the processing is necessary for compliance with a legal obligation under EU law or the law of an EU member state to which we are subject according to Art. 6 para. lit. c GDPR,

- the processing is necessary to protect your vital interests or those of another natural person under Art. 6 para. lit. d GDPR,
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in us pursuant to Art. 6 para. 1 lit. e GDPR, or
- the processing is necessary to protect the legitimate interests of Weidmüller or a third party, unless your interests or fundamental rights and freedoms which require the protection of personal data prevail pursuant to Art. 6 para. lit. f GDPR.

## **5. Data processing procedures**

### **5.1 Provision of the WMC**

To provide the WMC, we collect the personal data that your browser automatically transmits to our server. This information is temporarily stored in a so-called log file. When you use our WMC, we collect the following data, which is technically necessary for us to display our WMC to you and to ensure stability and security:

- date and time of transmission,
- your IP address,
- the name of the transmitting system and
- the country in which the transmitting system is located, as well as other possible information in connection with the analytical data.

Your personal data is processed on the basis of Art. 6 para. lit. f GDPR and serves the purpose of the technical and functional provision of our WMC. This is our legitimate interest.

As soon as the aforementioned data is no longer required to display the WMC, it will be deleted.

Further storage may take place in individual cases if this is required by law.

### **5.2 Use of the WMC**

#### **5.2.1 Data analysis**

When using the WMC, we mainly process statistical data that is generated when using the WMC. This includes the following data:

- information about starting and stopping the WMC and the selection of the product finder,
- the version of the WMC used,
- information about the hardware and the operating system and
- if errors occur, a technical error report.

In the course of the internet-based transfer of this information, the following information is also processed:

- date and time of transmission / of your access,
- your IP address,
- the name of your transmitting system and
- the country in which the transferring system is located.

Your personal data is processed based on Art. 6 para. 1 lit. f GDPR and serves the purpose of continuously improving our WMC based on statistical data. This is our legitimate interest.

As soon as the data aforementioned is no longer required to display the WMC, it is deleted. Further storage may take place in individual cases if this is required by law.

#### **5.2.2 Microsoft Application Insights**

When you use the WMC, we process the following (personal) data:

- your operating system used,
- your browser used and its version,
- your screen resolution,
- your approximate location and
- your IP address.

Your personal data is processed based on Art. 6 para. 1 lit. f GDPR and serves the purpose of continuous improvement, optimisation and economic operation of our WMC. This is our legitimate interest.

For this purpose, we use Application Insights, a service of Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA ("Microsoft").

When Application Insights is used, a cookie is placed in your browser to help the website analyse how users use the WMC. The information generated by the cookie about the use of our WMC is usually transmitted to a Microsoft server in the USA and stored there. This data is anonymous statistical data. It is not possible to establish a personal reference based on this data. The IP address used by the user is shortened and thus anonymised. We then receive reports in anonymised data about the activities regarding the use of the WMC (e.g. frequently used areas of the WMC, etc.). You can refuse the necessary placement of a cookie - e.g. by a setting in your browser that generally deactivates the automatic placement of cookies or by setting your browser to block cookies. In this case, however, it is possible that not all functions of our WMC will be fully available to you.

Your data will be deleted after 90 days.

On the following page, Microsoft describes in detail what Application Insights does and which data is processed and for how long: <https://docs.microsoft.com/de-de/azure/application-insights/app-insights-data-retention-privacy>.

When using Microsoft Application Insights, personal data may be transferred to countries outside the EU/EEA, in particular to the USA. In order to be able to guarantee adequate protection of your personal data in the event of the transfer of personal data to such so-called third countries, we have concluded so-called EU-US standard contractual clauses with Microsoft. The USA is assessed by the European Court of Justice as a country with an inadequate level of data protection according to EU standards. Due to the lack of an adequacy decision and without appropriate safeguards, there is a particular risk that your data may be processed by US authorities for control and monitoring purposes, possibly also without any legal remedy. Furthermore, we are in constant exchange with Microsoft to ensure the protection of your personal data with any additional measures that may be necessary.

### **5.2.3 Enquiries and orders**

Within the framework of our WMC, you have the possibility to make enquiries or place an order. In doing so, we process the following of your personal data:

- your first and last name,
- your e-mail address (mainly business e-mail address)
- your address (mainly business address),
- your telephone number (mainly business telephone number) and
- company name.

Your personal data is processed on the basis of Art. 6 para. lit. b GDPR and serves the purpose of performing pre-contractual measures or a contract. However, we cannot process your enquiry or order without this information.

Your personal data will be deleted as soon as they are no longer required for the purposes aforementioned. If no contract is concluded, your personal data is subject to a deletion routine, which is usually 3 years. Further storage may take place in individual cases if this is required by law.

### **5.3 Other purposes**

We also process your data to serve our legitimate interests or those of third parties. The legal basis for this is Art. 6 para. 1 lit f GDPR. This may be necessary in particular

- to ensure IT security and IT operations, including testing,
- for data processing within the Weidmüller group of companies,
- specialised companies within our group of companies perform certain data processing tasks in a central manner for the companies affiliated within the group. Insofar as a contract exists between you and one or more companies of our group, your data may be processed centrally by a company of the group, for example, for the central administration of address data, for telephone customer service or for joint mail processing. The companies of the Weidmüller Group involved are shown [here \(https://www.weidmueller.com/int/company/our\\_company/locations/index.jsp\)](https://www.weidmueller.com/int/company/our_company/locations/index.jsp).

## **6. Transfer of your personal data to third parties**

Basically, your personal data will not be passed on to third parties. Your personal data will only be passed on to third parties or otherwise transferred if we are legally obliged to do so due to an official

or court order, e.g. because this is necessary to prosecute criminal offences or to exercise and enforce our rights, or if you have given your prior consent.

## **7. External service providers**

We may use service providers to provide services and process your data relating to our services. These service providers will only process the data as instructed by us and will be required to comply with the applicable data protection regulations. All processors are carefully selected and will only have access to your data to the extent and for the period of time necessary to provide the services or to the extent that you have consented to the processing and use of the data.

Service providers in countries such as the United States or in countries outside the European Union and the European Economic Area are subject to a data protection regime that generally does not protect personal data to the same extent as it does in the member states of the European Union. To the extent that your data is processed in a country that does not have an established high level of data protection like the European Union, we will ensure that your personal data is adequately protected through contractual arrangements or other established instruments.

## **8. Data subject rights**

The following rights derive from the GDPR for you as a data subject of a processing of personal data:

- pursuant to Art. 15 GDPR, you may request information about your personal data processed by us. In particular, you can request information about the processing purposes, the categories of personal data, the categories of recipients to whom your data has been or will be disclosed, the planned storage period, the existence of a right to rectification, erasure, restriction of processing or objection, the existence of a right of complaint, the origin of your data if it has not been collected by us, about a transfer to third countries or to international organisations, as well as about the existence of automated decision-making, including profiling, and, if applicable, meaningful information about its details. Automated decision-making including profiling does not take place.
- in accordance with Art. 16 GDPR, you can immediately request the correction of incorrect or the completion of your personal data stored by us,
- pursuant to Art. 17 GDPR, you may request the erasure of your personal data stored by us, unless the processing is necessary for the exercise of the right to freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defence of legal claims,
- pursuant to Art. 18 GDPR, you may request the restriction of the processing of your personal data insofar as the correctness of the data is contested by you, the processing is not lawful, we no longer need the data and you object to their deletion because you need them for the assertion, exercise or defence of legal claims. You also have the right pursuant to Art. 18 of the GDPR if you have objected to the processing in accordance with Art. 21 of the GDPR,
- pursuant to Art. 20 GDPR, you may request to receive your personal data that you have provided to us in a structured, commonly used and machine-readable format or you may request that it be transferred to another controller,
- in accordance with Art. 7 para. 3 GDPR, you can revoke your consent once given to us at any time. This has the consequence that we may no longer continue the data processing based on this consent for the future,
- in accordance with Art. 77 GDPR, you have the right to complain to a supervisory authority. As a rule, you can contact the supervisory authority of your usual place of residence, your place of work or our company headquarters for this purpose.

## **9. Right of objection**

When your personal data is processed on the basis of legitimate interests pursuant to Art. 6 para. 1 lit. f GDPR, you have the right to object to the processing of your personal data pursuant to Art. 21 GDPR, insofar as there are grounds for doing so that arise from your particular situation or the objection is directed against direct advertising. In the case of direct advertising, you have a general right of objection, which is - without specifying a particular reason – carried out by us.

## **10. Data security and security measures**

We are committed to protect your privacy and to treat your personal data confidentially. In order to prevent manipulation, loss or misuse of your data stored with us, we take extensive technical and organisational security measures, which are regularly reviewed and adapted to technological progress. These include, among other things, the use of established encryption procedures (SSL or TLS).<sup>[SEP]</sup> However, we would like to point out that, due to the structure of the Internet, it is possible that the rules of data protection and the above-mentioned security measures are not observed by other persons or institutions not within our sphere of responsibility. In particular, data disclosed unencrypted - e.g., if sent via e-mail - can be read by third parties. We have no technical influence on this. It is the user's responsibility to protect the data he or she provides against misuse by encrypting it or in any other way.

Version: January 2022