



SPE GENERAL DATABASE TERMS OF USE

1. PURPOSE, GENERAL INFORMATION

- 1.1 SPE Industrial Partner Network e.V., Weher Straße 151, 32369 Rahden, (hereinafter referred to as: the “**provider**”) operates a product database at <https://www.single-pair-ethernet.com> which provides information on products from members and selected partners of the provider from the Single Pair Ethernet area for retrieval (hereinafter referred to as: the “**database**”).
- 1.2 The provider grants registered users access to this database and to the information it contains. The provider provides the database to registered users free of charge to the user. All existing protected rights to the database shall remain unaffected.
- 1.3 The provider shall provide the database at the point of handover, namely the router output at the computing centre of the provider, or of the service provider commissioned to operate the database. No specific level of availability shall be owed.
- 1.4 These Terms of Use shall apply to all usage of the database by the user. This also applies, in particular, if the user uses General Terms and Conditions and if these contain provisions that are contrary to or deviate from the conditions set forth here. These Terms of Use likewise apply if the provider carries out the usage agreement without reservation, even though it is aware of conditions of the user that are contrary to or deviate from the provisions set forth here. Deviations from the Terms of Use set forth here are only valid if the provider expressly agrees to them in writing.
- 1.5 The provider is entitled to change the range of services (database content, structure of the database and user interface, etc.) and/or to discontinue the services at any time.
- 1.6 The provider is furthermore entitled to amend these Terms of Use at any time with future effect. The provider shall promptly inform the user of amendments to the Terms of Use in text form. If the user does not object to the validity of the new Terms of Use within six weeks after notification, then the amended Terms of Use shall be considered accepted by the user. The provider shall inform the user of their right to object and the significance of the objection term in the notification. The provider's right of termination in accordance with these Terms of Use shall not be restricted nor excluded by any objection. Amendments to the Terms of Use are also permitted even without the approval of, or lack of objection by the user, if (i) the amendments are only advantageous for the user, (ii) insofar as the provider is obligated to ensure the Terms of Use comply with legal regulations, in particular if there are changes in the applicable legal situation, and/or (iii) the provider is required to follow a court judgement or official decision; the provider shall supply appropriate information regarding relevant changes to the Terms of Use.

2. SYSTEM AND USAGE REQUIREMENTS

Since the database is a web-based internet application, the user does not require any specialised soft-

ware: to use the database. The user only needs to have internet access and a standard internet browser.

3. REGISTRATION

- 3.1 Registration is required to use the database. There shall be no claim to registration.
- 3.2 Registration shall be completed via an electronic registration form on the provider's website. The user is obligated to provide correct and complete information for the data requested during registration, and to update it if there are any changes.
- 3.3 Registration is intended only for companies. Registration and/or use of the database by consumers is not intended. Registration by a company is not completed generally for the company as such; instead, if registration is completed and access is granted, this is intended only as a personal account for a user acting on behalf of a company.
- 3.4 After their registration is completed and reviewed, the user shall receive a login name and password. The user shall store the login name and password assigned to them in such a manner that they are protected against access by third parties.

4. OBLIGATIONS OF THE USER

The user is obligated to observe the specifications standardised in these Terms of Use. In particular, the following standards must be observed:

- 4.1 The user must keep the login and access authorisations assigned to them and the agreed identification and authentication protection secret, protect them against access by third parties, and not disclose them to unauthorised users. This data must be protected using suitable and customary means. The user shall inform the provider promptly if there is any suspicion that the login details and/or passwords could have been disclosed to unauthorised persons.
- 4.2 The user shall be responsible for ensuring requirements to access and use the database are met.
- 4.3 The user shall comply with the restrictions and obligations relevant to the rights of use under clause 5. of these Terms of Use in every case, in particular, it shall not access any information or data or allow such information or data to be accessed without authorisation.
- 4.4 The database contains a user help function. The user is obligated to observe the information provided there relating to accessing the database, conducting research in the database and downloading content.

5. GRANTING RIGHTS OF USE, BLOCKING DATABASE ACCESS

The provider shall grant the user simple, non-licensable and non-transferable rights of use to the database and its contents, restricted to the term of the usage relationship, in accordance with the following regulations:

- 5.1 The database shall not be transferred to the user. The user may use the database only for its own business-related activities and use the database for the

purpose of researching providers or products in the Single Pair Ethernet area.

- 5.2 If the provider completes new versions, updates, upgrades or other new deliveries in relation to the database during the term, the above regulations shall also apply to these.
- 5.3 The user shall not be entitled to any rights that are not expressly granted to the user above. In particular, the user is not entitled to use the database in any manner going beyond the agreed use, nor allow it to be so used by third parties, nor to make the database accessible to third parties. In particular, the user is not permitted to duplicate, distribute, or publicly disclose a part of the database considered significant based on its type or scope. The duplication, distribution, or public disclosure of a part of the database considered significant based on its type or scope shall be considered equivalent to a repeated and systematic duplication, distribution, or public disclosure of parts of the database considered insignificant based on their type or scope, insofar as these actions are contrary to normal use of the database or negatively impact the legitimate interests of the database producer to an unreasonable extent.
- 5.4 The user shall take the precautions necessary to prevent use of the database by unauthorised persons.
- 5.5 If the user violates the regulations of the above clauses 5.1 to 5.4 for reasons falling within its scope of responsibility, then the provider can immediately block the user's access to the database if there is verification that this can halt the violation; other rights of the provider shall remain unaffected.

6. DATABASE CONTENT AND RESPONSIBILITY

- 6.1 The user is informed that the database is provided and operated to the best of the provider's knowledge by combining various sources that are made available by member companies and partners of the provider.
- 6.2 Because the sources may contain errors, the provider cannot be made responsible for ensuring the content is correct or complete. In this respect, the member companies and partners of the provider which provide or supply the database content are responsible for said content.
- 6.3 The provider updates this database based on updated or new product information from its members and partners; the members and partners are personally responsible for providing such information.
- 6.4 The provider does not review the data provided by its member companies and partners which is integrated into the database to ensure it is correct and complete, and accepts no responsibility for ensuring this. The provider simply provides the data supplied by member companies and partners in the database.
- 6.5 The user is informed that the database simply serves as a tool for finding information on products in the Single Pair Ethernet area, and does not free the user from their duty of review as a prudent businessperson. By way of clarification, and as a precaution, please note that the database does not offer information on all products available on the market and all companies working in the area of Single Pair Ether-

net; instead, it is restricted to only participating partners of the provider.

- 6.6 If and insofar as the database contains references and/or links to third-party sources, namely websites and/or online shops of member companies and partners of the provider, by way of clarification and as a precaution, please note that the provider is not responsible for such linked external content. Statutory regulations on the responsibilities of service providers in accordance with Sections 7 et seqq. of the Telemedia Act (TMG) remain unaffected.

7. DATA PROTECTION, DATA SECURITY

- 7.1 The parties shall observe the applicable data protection law provisions, in particular those valid in Germany.
- 7.2 The provider shall protect the services and systems to which it has access, as well as the data belonging to or relating to users, insofar as they are saved on the server of the provider, against unauthorised review, storage, modification, or any other kind of unauthorised access or attack – whether through technical measures, viruses or other harmful programs or data or through physical access – by employees of the provider or third parties, regardless of the method by which this is carried out. The provider shall take suitable and customary measures to do so which are appropriate based on state of the art technology, in particular using virus protection and protection against similar harmful programs, as well as other protection of its equipment, including burglary protection.
- 7.3 Furthermore, the Data Privacy Notice of the provider at <https://www.single-pair-ethernet.com> applies.

8. TECHNICAL SECURITY MEASURES

The provider is entitled to apply technical security measures to all provided content, in order to prevent any use which is prohibited under these Terms of Use.

9. OTHER LIABILITY

- 9.1 The provider shall only be liable for the necessary technical infrastructure which it provides for the purpose of using the database.
- 9.2 The provider shall not be liable for the security or existence of data communication carried out via third party communication networks. The provider shall likewise not be liable for faults in data transmission and data reproduction which occur due to technical errors or configuration problems experienced by the user.
- 9.3 The user shall be responsible for the hardware and software they use as well as the communication channels they use. If the hardware or software they use experience a failure, this shall not release them from the obligation to pay the compensation specified in this agreement.
- 9.4 The provider shall be liable without restriction for intentional actions or gross negligence for all damages



for which the provider and its statutory representatives or agents are responsible.

- 9.5 In cases of slight negligence, the provider shall only be liable without restriction for injuries to life, body, or health. Any other liability on the part of the provider shall be excluded.

10. TERMINATION

- 10.1 The usage relationship can be terminated by either party at any time without grounds and without notice. All terminations must be issued in text form.
- 10.2 The right to termination for good cause shall remain unaffected.
- 10.3 When termination goes into effect, access to the database through the user account is no longer permitted, and shall be excluded.

11. FINAL PROVISIONS

- 11.1 These Terms of Use are subject only to German law, excluding the UN Convention on the International Sale of Goods.
- 11.2 If the user is a merchant, a legal entity under public law, or public law special fund, then the exclusive place of jurisdiction is the headquarters of the provider.
- 11.3 No oral ancillary agreements have been made, nor are any such agreements valid. Amendments and supplements to this agreement shall require the text form to be valid. This also applies to amendments to this text form clause.
- 11.4 If a provision of these Terms of Use is or becomes invalid or null and void, this shall not affect the validity of the remaining provisions of the Terms of Use.