

## Terms of Use

This website contains Information, functionalities and materials regarding the products and services offered for customers by ATIS systems GmbH ("ATIS"). Use of this website is subject to the following Terms of Use. By using this website, the person who uses this (hereinafter referred to as the "User") declares his/her acceptance of these Terms of Use. Otherwise, the User is not permitted to use the website and the information, functionalities and materials made available there.

### 1. Use of the Website

#### 1.1. Licence

ATIS grants to the User a revocable, non-exclusive, non-transferrable and restricted licence to access and use the website as well as the information and materials contained on it.

#### 1.2. Scope of Use

This website may be used exclusively in a legally acceptable manner and – in case of existing contractual relationships towards the User – in accordance with contractual terms and conditions. "In accordance with contractual terms and conditions" in this sense shall mean exclusively the possibility of access granted to the User within the scope of his/her contractual relationship. In particular, the usage of the website is subject to the following conditions:

- The User shall be responsible for all acts that he/she carries out under his/her name or on his/her account on the website;
- The User may not use the website for illegal or fraudulent acts; threats, duress, defamation or the transmission of pornographic or racist material or material illegal by any means are expressly prohibited.

### 2. Copyright

This website is protected under copyright law. ATIS as well as its licensors reserve all rights to all data, texts, images, software as well as other elements (including multimedia elements) that are shown on this website, disclosed by it or required for making available a function of this website. By using the website and through the permission for this, the User shall not obtain any rights whatsoever to the website. The User may copy or print out these Terms of Use or other parts of the website exclusively for private, non-commercial purposes. All copies are subject to the restrictions stated in these Terms of Use. Copies must contain a copyright reference to ATIS. The User is in particular prohibited from:

- Altering or removing the copyright notices of ATIS or their licensors;
- Using trademarks, service or product names, domain names, logos or other identifying characteristics of ATIS or its licensors without prior written consent;
- Copying, downloading or saving contents, passing on these contents or permitting access to these contents; this does not apply to any access to the website in accordance with the regulations.

### 3. Warranty

#### 3.1. Information, Functionalities

The website and its content is made available "as is". ATIS and its licensors, which make available information or functionalities on or through this website, do not warrant in particular:

- The timeliness, accuracy or completeness of the information and functionalities made available on the website;
- The correctness of the results that the User has obtained by using the website.

All opinions or assessments that are presented as the opinion or assessment of ATIS shall only represent the opinion or assessment at the time of the publication and may be changed at any time without prior notification.

#### 3.2. Guarantees, Warranties

The content of this website does not constitute any guarantee or warranty whatsoever or fitness for particular purposes. ATIS in particular does not guarantee that the website or any function or content of this website will be offered without disruptions or error-free, that defects will be remedied or that the website or the server on which the website is made available or a connected system will be free from viruses or other harmful components.

#### 3.3. Reference to other Websites (Links)

This website may contain references to other websites (links), which may contain contents that have been produced or made available by independent operators. ATIS shall not be responsible for information, opinions and recommendations on websites that can be reached through references on this website and shall assume no liability or warranty for the contents on pages of third-party providers. The mere existence of a reference to such

websites shall not constitute a recommendation or other confirmation by ATIS in support of these websites, their content or their operators.

### 3.4. Changes to the Website

ATIS reserves the right to change, suspend or stop the operation of the website, including the information, properties or functionalities offered on the website, which are available in connection with the use of the website in accordance with the regulations. ATIS furthermore reserves the right to limit the use of individual properties or functionalities or restrict access to the website or to any parts thereof.

### 4. Liability, Restrictions on Liability

Access to and use of the website shall take place at the User's own risk. ATIS shall endeavour to an appropriate extent that the information and data available on this website are up-to-date, complete and correct at the time of the publication. In other respects, ATIS shall only be liable in cases of intent or gross negligence, in the case of liability based on warranties assumed and in the case of liability for the breach of material contractual obligations ("cardinal obligations"). In the event of slightly negligent breach of cardinal obligations, ATIS's liability shall be limited to contract-typical, foreseeable damage. Apart from these cases, ATIS or its licensors or third parties that make available information or functionalities on or through the website shall not be liable for damage or losses that arise as a result of the information published on the website or through errors in or omissions on the website. In particular, ATIS and its licensors shall assume no liability for consequential damage or losses that arise from information, functionalities or making use of services that are made available on this website.

### 5. No Contractual Relationship

By making available contents on this website or through their retrieval, ATIS shall not enter into any contractual relationship whatsoever with the User. Correspondingly, nothing on this website shall constitute an offer which can be accepted by the User in such a way as to create any contractual obligations without further action by ATIS. The website does not necessarily include all criteria that are decisive for the purposes of the User or possibly do not communicate the latest position of the aspects important for the User.

### 6. Miscellaneous

#### 6.1. Applicable Law

These Terms of Use and their interpretation shall be governed by German law.

#### 6.2. Implementation by Third Parties

ATIS reserves the right to have functions that are associated with the operation of this website carried out by third parties.

#### 6.3. Amendments to these Terms of Use

ATIS may change or amend these Terms of Use at any time. At the start of every visit to this website, the User should read these Terms of Use and make himself/herself familiar with any possible changes.

#### 6.4. Priority of Contractual Agreements

Divergent contractual agreements between ATIS and the User shall have priority over these Terms of Use.

#### 6.5. Severability Clause

Should one provision of these Terms of Use be or become invalid, this shall not affect the validity of the other provisions thereof.

#### 6.6 Alternative Dispute Resolution pursuant to Art. 14 (1) ODR Regulation and § 36 VSBG (German Law on the Settlement of Disputes)

The European Commission provides a platform for online dispute resolution (ODR platform), which you can be reached at <https://ec.europa.eu/consumers/odr/>.

ATIS declares its willingness to participate in a dispute resolution procedure before a consumer arbitration board. The competent entity is the Universalschlichtungsstelle des Bundes, Zentrum für Schlichtung e. V., Straßburger Straße 8, 77694 Kehl am Rhein, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de).