

# Terms of use

We are delighted that you have chosen our free egate digi app. The egate digi app is for eGate Systems customers and provides a virtual key as an access system for waste disposal in the assigned region. The egate digi app can only be used in connection with the waste disposal company responsible for the region, if this has a licence agreement with a member company of the emz environmental group.

**These terms of use govern your use of this application ("app") and your relationship with emz-Hanauer GmbH & Co. KGaA ("emz", "us" or "we"). Please read them carefully as they affect your rights and obligations according to law. If you do not agree to these terms of use, then you cannot register. If you have any questions about the terms of use, please contact: [support.ut@emz-hanauer.com](mailto:support.ut@emz-hanauer.com). Please also read our privacy policy in addition to these terms of use.**

**Last update of the terms of use: February 2020**

Users shall only have the rights of use regulated for in these provisions.

## **Authority**

Emz reserves the express right to amend or extend the app in part or full without separate announcement. We also reserve the right to restrict access to the app or any part thereof. Should you be given permission to access a restricted area, we may withdraw this permission at any time (including if you breach these terms of use).

## **Liability disclaimer**

Any liability of emz shall be excluded unless liability is mandatory under product liability law due to intent, gross negligence, harm to life, body or health, due to the provision of a guarantee of quality, due to malicious concealment of a defect or due to violation of essential contractual obligations. Damages on the grounds of violation of essential contractual obligations shall however be limited to foreseeable damages typical for this type of

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## **Final provisions**

Subsidiary agreements must be made in writing.

If the user is a merchant, a legal entity under public law or a special fund under public law, then the place of fulfilment and sole place of jurisdiction for all current and future claims that are made in connection with the use of the app shall be Nabburg.

## **Last update of the terms of use: February 2020**

### **Scope**

Use of this mobile application provided by emz (hereafter: app) shall only be permitted on the basis of these terms. Use of the app shall signify acceptance of these terms of use in their current version.

We explicitly point out that when using the app, booking data from you, but also data which has not yet been transmitted from other users at the time of use, shall be stored on your smartphone. This data shall be deleted following successful data transfer (normally immediately). Your data allocation shall be used during the data transfer. The data transfer rate is usually below 1 MB. Should you not want this storage and data transfer, then you will not be able to use the app. Your local contractor may then provide a smart card as an access key.

emz reserves the right to update or adjust these terms of use from time to time. The date of the last update can be found at the top of the page. Continuing to use the app shall be considered

# **Provider**

emz-Hanauer GmbH & Co. KGaA in Nabburg shall be the provider and operator of this app. The app shall be continuously developed. The app may only be used via an activation code that can be obtained from your local contractor (e.g. council or waste disposal company).

# **Technical data**

The app requires a Bluetooth compatible smartphone and the operating system is Apple iOS (11 or above) or Google Android (5 or above). Your use of the app requires registration via an activation code and shall only be permitted on the basis of these terms. We may amend these terms of use from time to time.

# **Rights of use**

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emz shall grant the user a non-exclusive and non-transferable right to use the functions provided in the app to the extent of the purpose intended in making the app available. When use ends (by de-registering, uninstalling) the rights of use granted to the user according to these terms of use shall also end.

We may suspend or cancel your registration at our reasonable discretion if you breach any of your obligations under these terms of use. You may cancel your registration at any time by fully uninstalling the app. The suspension or cancellation of your registration and your rights of use of the app shall not affect the statutory rights or obligations of the parties.

# **Copyright, trademark and publication rights**

The application itself or the images, graphics, texts, audio, video or animation files (hereafter referred to as objects) contained in the application may include objects owned by emz, third-party objects for which emz has acquired the right of use or licence-free objects. The brands and trademarks mentioned in the applications may be brands and trademarks protected by emz or brands and trademarks that are protected by third parties and which are used by emz with the consent of the rights owner.

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