

## Terms of use

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE: The following terms of use ("Terms of Use") govern your use of this Website located at techprofsol.com (the "Website") and any service offered on the Website ("Service") which are operated by XTRA GmbH both trading as 'Techprofsol ("XTRA", "we" or "us").

Please make sure you fully understand the contents of these Terms of Use before accessing or using Techprofsol Website and/or before using any Service offered on the Website. If you use any service offered on the Website, the relevant Services Agreement/Contract will additionally apply to your use of such Service. If there is any conflict between these Terms of Use and additional terms of relevant Service Agreement/Contract, then the additional terms apply in relation to the relevant Service.

If you are entering into these Terms of Use and/or Service Agreement/Contract on behalf of an entity, you are binding such entity to these Terms of Use, you represent that you have the actual authority to bind such entity to these Terms of Use, and references to "you" mean such entity.

By using the Website and/or Service, you represent that you are at least 18 years of age or older. Our website is not directed or intended for children under this age. If you are under 18 years old, you may not use the Website and/or Service.

By accessing and using the Website and/or Service, you acknowledge that you have read and agree to be bound by these Terms of Use and our Privacy Policy located at <https://techprofsol.com/privacy-policy.pdf>.

If you do not agree with any of the terms of these Terms of Use or Privacy Policy, do not use the Website and/or Service and immediately leave it.

## **Changes to the Terms of Use**

From time to time, Techprofsol may change, remove, or add to the Terms of Use, and reserves the right to do so in its discretion. In that case, we will post updated Terms of Use and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the Website and to notify you. All new and/or revised Terms of Use take effect immediately and apply to your use of the Website and/or Services from that date on, except that material changes will take effect 30 days after the change is made and identified as material. Your continued use of the Website and/or Service after new and/or revised Terms of Use are effective indicates that you have read, understood, and agreed to those Terms of Use.

## **Website access, Restrictions on use, reservation of rights**

You agree to use the Website only for lawful purposes.

The use of the Website is intended for your personal use and not for any commercial use. Unless specifically stated otherwise with regard to a specific Service, you may not resell Services.

You may not post on or transmit through the Website any content, in whatever format, that is (i) defamatory, unlawful, harassing, abusive, obscene, threatening, hateful, sexist or racist; (ii) violates any person's privacy rights; (iii) violates any applicable law, statute, regulations or rules; or (iv) constitutes SPAM or other inappropriate network conduct.

You may not impersonate any person or entity, including but not limited to any of our officers, directors, employees or representatives, or falsely state or otherwise misrepresent your affiliation with any person or entity.

You may not harvest, collect, store or use information about the users of the Website, the Content (as defined below) or other information posted on the Website.

"Content" shall mean in these Terms of Use any trademarks, service marks and/or trade names used by us on the Website from time to time, and other content posted on the Website, including, but not limited to, images, pictures, graphics, photographs, animations, videos, music, audio and text, available through or posted on the Website.

We reserve, at our sole discretion, the right to refuse any request by you to purchase any Product and/or Service.

Notwithstanding anything stated or implied to the contrary in these Terms of Use, at any time, without prior notice to you and without derogating from our other rights under these Terms of Use, we may terminate your access to the Website and/or Service if we suspect or believe that you are in breach of any of the terms and conditions of these Terms of Use, or that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity.

## **General Data Protection Regulations**

Techprofsol as a Data Controller of personal data: Techprofsol may collect, process and store your personal information in order to provide you with its Service or access to the Website. Additional information about such processing activities and your rights can be found in our Privacy Policy at <https://techprofsol.com/privacy-policy.pdf>.

Techprofsol as a Data Processor of personal data: As a Techprofsol customer, you are a Data Controller in respect of any personal data obtained and used in course of providing Services under the relevant Service Agreement/Contract and Techprofsol is acting as your Data Processor for your users.

"Personal Data" shall mean data which relate to a living individual who can be identified from those data, or from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and

includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

Techprofsol will implement appropriate technical and organisational measures to protect the personal data that is processed against accidental destruction or loss or unlawful forms of processing thereby providing an adequate level of security that gives regard to the: (a) technical possibilities available; (b) cost of implementing the security measures; (c) special risks that exist in the processing of Personal Data; and (d) sensitivity of the personal data being processed.

Where the Techprofsol intends engaging a subcontractor, it shall ensure that:

- any personal data intended or envisaged to be transferred to such subcontractor may be lawfully transferred in terms of the GDPR before any transfers of personal data take place;
- terms substantially equivalent to those provided by the relevant Service Agreement/Contract are imposed on such subcontractor.

Techprofsol will, according to Data Controller's requirements and with or without use of automatic facilities, collect, record, classify, accumulate, hold, rectify (update, modify), mine, use, depersonalize, block, delete, destruct personal data of your customers. Techprofsol will block, rectify or destroy the personal data upon a relevant request (instruction) from the Data Controller and by deadlines prescribed by such request (instruction).

If you have additional questions in regards of personal data protection you may contact us at e-mail [support@techprofsol.com](mailto:support@techprofsol.com). Postal requests should be sent to: Zur Dörre 14, 78549 Spaichingen.

## **Your responsibilities**

You are solely responsible to determine whether the access and use of the Website and/or the Content by you, and the purchase of Services, are permitted under any applicable laws, rules and regulations.

You agree to abide by all applicable local and international laws, rules and regulations, including without limitation with regard to copyright and intellectual property rights, and privacy laws.

You are solely responsible for all acts or omissions associated with your access and use of the Website and/or Service, and the access and use of it by anyone on your behalf.

You shall not transfer in any way whatsoever your rights under these Terms of Use, without our prior written consent, which may be given in our sole discretion.

You are solely responsible for the supply and maintenance of all of the computer equipment and telecommunications networks and internet access services that you need to use in order to access the Website and/or Service. We will not be liable in

any way whatsoever for any losses caused to you by the internet or any telecommunication service provider which you have engaged in order to access the Website and/or Service.

You will not commit any acts or engage in any conduct that is or that could be reasonably expected to be damaging to our reputation.

You will fully indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless on demand from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, that may arise as a result of or in connection with (a) access and use of the Website and/or Service by you or by anyone else on your behalf; or (b) breach by you of any of the terms and provisions of these Terms of Use.

## **Warranty Disclaimer**

THE WEBSITE, WEBSITE CONTENT AND SERVICE ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND TECHPROFSOL MAKES NO WARRANTY THAT THE WEBSITE, SERVICE OR WEBSITE CONTENT ARE COMPLETE, SUITABLE FOR YOUR PURPOSE, OR ACCURATE, AND ON BEHALF OF ITSELF AND ITS LICENSORS, TECHPROFSOL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES WITH RESPECT TO THE WEBSITE, WEBSITE CONTENT AND SERVICE, OR THE AVAILABILITY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. THE ENTIRE RISK AS TO RESULTS OBTAINED THROUGH USE OF THE WEBSITE, SERVICE AND/OR THE WEBSITE CONTENT RESTS WITH YOU AND TECHPROFSOL MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABILITY OF THE WEBSITE AND OR THE SERVICE WILL BE UNINTERRUPTED, OR THAT THE WEBSITE, SERVICE AND/OR THE WEBSITE CONTENT WILL BE ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED.

## **Limitation of Liability**

IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES AND RELATED PARTIES, BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS, OR LOSS OR DAMAGE ARISING, INCLUDING WITHOUT LIMITATION, FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA, OR THE PROVISION OF PRODUCTS, SERVICES OR CUSTOMER ASSISTANCE, EXCEPT AS STATED IN THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSS OR DAMAGE WAS FORESEEABLE OR HAS BEEN NOTIFIED TO US AHEAD OF TIME.

WITHOUT DEROGATING FROM ANY OF THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF TECHPROFSOL FOR ANY LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, TO YOU OR ANY THIRD

PARTY HOWSOEVER ARISING (INCLUDING BY WAY OF NEGLIGENCE OR ANY OTHER THEORY OF LAW), SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY YOU FOR THE PURCHASE OF THE PRODUCT OR SERVICES DIRECTLY GIVING RISE TO SUCH LIABILITY.