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1 Area of validity

These Terms and Conditions of Use apply between Agathon AG, Maschinenfabrik (CHE-101.500.458, Bellach, Switzerland, hereinafter referred to as "Agathon") and the customers (as well as the employees of the customers and persons authorized by the customers) of Agathon, who use the Service described below (hereinafter referred to collectively as "Customer"). Deviating terms of use of the Customer shall not apply.

2 Description of the product

2.1 Notification service (hereinafter referred to as the "Service")

Cloud-based application for transferring the machine status and selected production data from Agathon machines to a mobile device or website via an external cloud software platform. The choice of the cloud software platform provider is at Agathon's exclusive discretion. We reserve the right to make changes at any time.

2.2 Preparation of data on the machine

The data is prepared by a machine-sided software. On grinding machines, the software is available as an option for versions from AGC+5.7. A license is necessary for activating the option. The data will be continuously transferred to a cloud platform only after registering the machine.

2.3 Registration of a machine

By registering a machine, the Customer expressly agrees to the content of these Terms and Conditions of Use and the Terms and Conditions of Use of the cloud infrastructure used ("opt-in"). He declares to have entirely read and understood the conditions. Once the machine has been registered, the data is continuously transferred to a cloud platform. The registration requires a least "Maintenance" user level. A machine can be de-registered at any time ("opt-out"). After de-registration, no data will be transferred to the cloud platform.

2.4 Pairing a machine to an end device

A machine can be paired with a mobile device through visual contact. Several machines can be paired in succession with one end device. Performing the pairing creates an authorized device. Each pairing can be separated individually on the machine. The handling of personal access to the Service is the exclusive responsibility of the Customer.

2.5 Use of the data by the Customer

End devices (e.g. mobile phone or desktop PC) can be "paired" with a machine to display the data from the cloud platform for this machine. This information can be displayed on an app or on a website. All factors related to the App and/or the website, such as in particular (non-exclusive) handling, data security, access rights, etc. are the exclusive responsibility of the Customer. The Customer confirms that he fully complies with all applicable legal regulations in connection with the use of the Service (in particular with regard to data collection and processing). The Customer is responsible for a legally compliant use of the Service. Agathon accepts no liability for this. The Customer shall be liable for any use and/or other activities carried out under the access data in accordance with the applicable legal regulations.

3 Legal notice

3.1 Disclaimer of liability

Any liability claims against Agathon for material or immaterial damage arising from access to, use or non-use of the data transmitted, from third party intervention, misuse of the connection or technical faults are expressly excluded. Similarly, Agathon shall not be liable in particular for any errors, omissions, delays, interruptions or other deficiencies in connection with the transmitted data, nor for any measures which may have to be taken by the Customer due to any defects.

3.2 Privacy Policy

- No personal data is collected.
- The data will not be passed on (unless Agathon is obliged to do so by an authority).
- The data can be used anonymously by Agathon for product improvement, preventive maintenance and similar applications. The Customer declares his express consent to this.

3.3 Data security

The data is transmitted in encrypted form. Transmitter and receiver are identified. Encryption is the exclusive responsibility of the external cloud platform provider. In the absence of Agathon's involvement, Agathon does not warrant or assume any liability whatsoever for the encryption of data.

3.4 Right of use

Upon registration, Agathon receives the right to use the data. The Customer gives his explicit consent to this.

3.5 Correctness

Agathon accepts no liability whatsoever for the correctness, accuracy, timeliness, reliability and completeness of the data transmitted.

3.6 Charges

Fees may be charged for the use of the Service. These are listed in the current price list, which forms an integral part of the present conditions of use. Agathon reserves the unilateral right to adjust the price list at any time. The use of the Service requires an internet connection.

3.7 Changes to the Terms and Conditions of Use

Agathon is entitled to unilaterally modify these Terms and Conditions of Use at any time. The Terms and Conditions of Use of the cloud infrastructure used can also be adapted unilaterally by the respective provider at any time. The current version, which is made available to the Customer, shall apply.

It is also at Agathon's exclusive discretion to temporarily or permanently suspend the Service at any time without compensation. Agathon accepts no liability whatsoever for any costs, damages, consequential costs, etc. arising therefrom.

If any part of these Terms and Conditions of Use is declared to be unenforceable, the remaining provisions shall remain unaffected.

3.8 Export control regulations

This Service is subject to US export control regulations and other laws and may not be sent (exported, re-exported or transferred) to certain countries (currently Cuba, Iran, North Korea, Sudan, Crimean region of Ukraine and Syria) or to persons or entities prohibited from receiving export goods from the USA (including those who (a) on the sanction lists for persons or entities [Denied Persons List resp. Entity List] of the Bureau of Industry and Security and (b) the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).

3.9 Applicable Law / Place of Jurisdiction

This legal relationship shall be governed exclusively by substantive Swiss law. The exclusive place of jurisdiction for disputes arising from or in connection with these Terms and Conditions of Use shall be Agathon's current registered office.

4 Acknowledgement and Acceptance

By registration of the Customer Machine(s) in accordance with the Terms and by execution below, I represent and warrant to Agathon that (a) I have all authority necessary to bind the Customer to these Terms; and (b) I have read, understood and agree to these Terms on behalf of the Customer.

Following machines shall be registered in the cloud:

| | Type | Serial number |
|---|------|---------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

| | |
|-----------------|--|
| | |
| Date, Place | |
| | |
| Signature | |
| | |
| Name | |
| | |
| Function | |
| | |
| Company address | |