

## Translation of our General Terms and Conditions (AGB)

**Note: This translation of our German GTC is only intended to help you understand our terms and conditions. Legally effective is only the German version, available at <https://www.ubakus.de/agb.pdf>.**

### § 1 Subject of the conditions of participation and use

(1) u-wert.net GmbH, hereinafter referred to as the "service provider", provides its users at [www.ubakus.de](http://www.ubakus.de) with an internet portal (hereinafter referred to as "the portal") on the subject of energy-efficient construction, which, in addition to general information, also allows various online calculations (U-value calculator, ventilation calculator, solar calculator, heat demand calculator, thermal simulation and others). Building material suppliers and building material manufacturers (hereinafter referred to as "manufacturers/suppliers") can store the data of their products in our portal.

(2) The following conditions of participation and use govern the provision of this information and services (in particular online computers) by the service provider and the use of these services by the users. For the manufacturers/suppliers of building materials, special reference is made to the regulations in § 7 Para. 3 and § 10.

(3) The language available for the conclusion of the contract is exclusively German. Please refer to the descriptions on our website for the main features of the services we offer and the validity period of limited offers. The available payment methods are also listed on the website. The statutory warranty and liability provisions apply, modified by the limitation of liability in §§ 14 and 15 of these GTC.

### § 2 Your registration on the portal

(1) The service provider offers a free basic access, which may be used for private purposes (self-used real estate) and in education / teaching. For details please refer to the price overview on our website. The free basic account may be used commercially for a maximum of 4 weeks for test purposes. A longer-term commercial use is possible with a premium access, which you can purchase at any time by booking a paid option. Further information can be found in the service description, § 6, and in the price overview on our website.

The use of the services available on the portal requires your registration as a participant. There is no entitlement to participation. The service provider is entitled to refuse requests to participate without giving reasons.

(2) Please note: If the contract is concluded for a purpose that cannot be attributed to your commercial or self-employed professional activity, you have a statutory right of revocation. This applies not only to the premium options with costs, but in our opinion also to the free basic access. We are therefore legally obliged to inform you of the following revocation instruction:

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3) If the service provider offers a money-back guarantee, a special right of termination during a test phase or similar, this applies equally to private and commercial users. The exact period will be indicated on the website. If no further conditions for eligibility are mentioned there, there are no further conditions. The timely declaration of the intention to withdraw from the contract is then sufficient in itself. The statutory right of revocation remains unaffected.

(4) The contact data and other information requested by the service provider during the registration process must be complete and correct. When registering a legal entity, the natural person authorised to represent the entity must also be specified.

(5) After you have entered all the requested data, the service provider will activate the access you have requested and notify you of this by e-mail. The e-mail is deemed to be acceptance of your request to participate. From receipt of the e-mail you are entitled to use the portal within the scope of these conditions of participation and use. If necessary, you must also confirm your activation by clicking on the link contained in the e-mail.

(6) The offer of chargeable premium options within our portal already represents a legally binding offer to conclude a contract. The contract is therefore already concluded when you accept this offer after entering your name and address by clicking on the button "buy". Immediately after sending the order, you will receive another confirmation by e-mail including these terms and conditions as well as an invoice as pdf.

(7) Please check your personal data carefully before sending the order of a premium option. If they are not correct, you can delete them completely by clicking on the "Delete entered data" button or correct them manually. This is a one-page order form, which is not followed by another overview page.

### **§ 3 Responsibility for the access data**

(1) During the registration process you will be asked to enter a user name and password. With these data you can log in on the portal after your access has been activated and confirmed. It is your responsibility to ensure that the user name does not infringe the rights of third parties, in particular name or trademark rights, and is not contrary to public decency.

(2) The access data including the password must be kept secret by you and not made accessible to unauthorized third parties.

(3) It is further your responsibility to ensure that your access to the Portal and use of the services available on the Portal is exclusively by you or by persons authorized by you. If it is to be feared that unauthorized third parties have obtained or will obtain knowledge of your access data, the service provider must be informed immediately.

You are liable for any use and/or other activity carried out under your access data in accordance with the statutory provisions.

### **§ 4 Updating the participant data**

(1) You are obliged to keep your billing information up to date at all times.

(2) If a change in the billing information provided occurs during the duration of your participation, you must correct the data immediately on the portal in your personal settings (menu My Account / Account Overview).

(3) If you are unable to make a change (e.g. because you have forgotten your password), please inform us of your changed data immediately by e-mail.

### **§ 5 Termination of participation**

(1) You can cancel the basic access at any time by unsubscribing from the portal.

(2) For the premium options there is normally a minimum contract period of 12 months, beginning with the receipt of the

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e-mail according to § 2 paragraph 4 with you. From the expiry of the minimum contract period, the contract is automatically extended by the same period unless one of the parties terminates the contract by giving 3 days' notice before the expiry of the minimum contract period or the respective extension period. For a surcharge, the professional option is available with a minimum contract period of one month.

(3) With the effective date of the termination, the contractual relationship ends and you may no longer use your access. The service provider reserves the right to block the user name when the termination takes effect.

(4) The service provider is entitled to irretrievably delete all data created in connection with your participation within 30 calendar days after the termination takes effect and after any statutory retention periods have expired.

## § 6 Services offered and availability of services

(1) On its portal, the service provider provides information on energy-efficient building as well as various online calculators (U-value calculator, ventilation calculator, solar calculator, heat demand calculator, thermal simulation). A more detailed description of the services (basic access and premium options with costs) can be found in the price overview on the website (<https://www.ubakus.de/preisuebersicht/>). The usage fee currently payable for the Premium Options is displayed on the portal during the ordering process. The order of a premium option requires prior registration to our basic access.

(2) The content and scope of the services are determined by the respective contractual agreements, otherwise by the functionalities currently available on the portal.

(3) The service provider is entitled at any time to change services provided free of charge on the portal, to make new services available free of charge or against payment and to stop providing free services. The service provider will take your legitimate interests into consideration.

(4) The service provider guarantees an availability of 99.5% on an annual average for the premium options with costs as well as for all services with costs (including those that are accessible within the basic access) in his area of responsibility. Not included in the calculation of availability are the regular maintenance windows of the web portal, which are between 2:00 and 4:00 CET every Sunday.

Otherwise, a claim to the use of the services available on the portal exists only within the scope of the technical and operational possibilities of the service provider. The service provider endeavours to ensure that the use of his services is as uninterrupted as possible. However, temporary restrictions or interruptions may occur due to technical faults (such as interruption of the power supply, hardware and software faults, technical problems in the data lines).

## § 7 Protection of contents, responsibility for third party contents, responsibility of manufacturers / suppliers of building materials

(1) The contents available on the portal are predominantly protected by copyright or other protective rights and are the property of the service provider, the other participants or other third parties who have made the respective contents available. The compilation of the contents as such may be protected as a database or database work in the sense of the German Data Protection Act. §§ 4 Abs. 2, 87a Abs. 1 UrhG. You may only use this content in accordance with these Terms and Conditions of Participation and Use and within the scope specified on the portal.

(2) The contents available on the portal originate partly from the service provider and partly from our participants (users and manufacturers/suppliers of building materials) or other third parties. Contents of the participants as well as other third parties are hereinafter collectively referred to as "third party contents". The service provider does not check third party content for completeness, correctness and legality and therefore assumes no responsibility or guarantee for the completeness, correctness, legality and timeliness of the third party content. This also applies with regard to the quality of the third-party content and its suitability for a specific purpose, and also insofar as third-party content on linked

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external websites is concerned.

(3) Furthermore, the manufacturers/suppliers are liable to the service provider for the data they have entered as follows:

a) Manufacturers/suppliers shall keep the Service Provider free from all claims of third parties for possible claims for damages, but also for violation of rights of use (in particular with regard to technical property rights and property right positions, design patents, trademarks, labels, copyrights, personal rights and other rights), which result from the delivery/use of the Content delivered by them under this contract and used in accordance with the provisions of the contract. The parties shall immediately notify each other in writing if claims are asserted against them.

b) If the contractual use is impaired by the rights of third parties, in particular if the service provider is threatened with an obligation to cease using the content, the manufacturer / supplier shall immediately

- acquire licenses from the entitled party with the right to grant sub-licenses to the service provider,
- change or exchange the Content in whole or in part so that it is free of the rights of third parties, but so that the information content of the Content is still available essentially unchanged and without interruption.

c) In addition, manufacturers / suppliers undertake to reimburse the service provider for any costs arising from a possible infringement, unless the manufacturer / supplier is not responsible for the fact that the use had to be discontinued. This also includes the costs of legal advice and prosecution.

d) The foregoing claims shall exist independently of any claim for damages directed to money.

e) Manufacturers/suppliers are not liable for an infringement of third party industrial property rights if and to the extent that this infringement results from exceeding the rights of use granted under this contract.

## § 8 Creation of an own user profile

(1) You may customize your user profile according to your own ideas within the framework of these terms of participation and use. Please observe the restrictions of § 11.

(2) As a rule, the service provider does not verify the identity of the profile holders or the information in the profiles. The service provider therefore does not guarantee that each profile owner is the person/company for whom the respective profile owner claims to be.

## § 9 Posting of own content by our users

(1) Within the scope of your profile, and as far as otherwise available as functionality on the portal, you are allowed to place content on the portal and thus make it available to third parties, subject to the following regulations. Please note in particular § 11.

(2) By posting content, you grant the service provider a free and transferable right to use the respective content, in particular

- to store the content on the server of the service provider and to publish it, in particular to make it publicly accessible (e.g. by displaying the content on the portal),
- for editing and reproduction, insofar as this is necessary for the provision or publication of the respective content, and
- to grant rights of use - also against payment - to other participants of the portal for your content in accordance with § 10.

As far as you take the content you have posted back from the portal, the right of use and exploitation granted to us above expires. However, we remain entitled to retain copies made for backup and/or verification purposes. The rights of

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use already granted to the participants in the content you have posted also remain unaffected.

## § 10 Special regulations for the input of building material data

(1) It is possible to enter building materials in the building materials database under the following conditions:

- There must be an (at least potential) interest of other users in this record.
- Our users must be able to check the technical data on the manufacturer's website.
- A calculation- or rated-value must be used for the thermal conductivity.

(2) The material data set in the "Building Material Option" must be checked by the manufacturer / supplier for correctness of content before publication and must be kept up to date afterwards. After the release by the service provider, the respective building material will be shown if and by which manufacturer / supplier it is currently maintained.

(3) The manufacturer / supplier can make all necessary entries and save the data record. The data record can now be used by the manufacturer / supplier (but not by any other user) in the U-value calculator, e.g. to check the display or the correctness of the entries.

(4) Only after clicking the button "Publish Material" the record will be added to a category of the material menu and released by the service provider. Between clicking the "Publish Material" button and the release, the material's status will be displayed as "Waiting for release". Only after release can the record be found and used by other users.

(5) The data entered by a manufacturer / supplier will only be checked by the service provider before release for duplicate, meaningless or at its own discretion unsuitable entries. A further check is not carried out, especially not for the entry of incorrect data.

(6) If a change in production results in a change in the data, the manufacturer / supplier must set the changed building material as a new building material in the form "Product, since [year]". The data of the previously sold material must be retained and also marked accordingly: "Product, until [year]".

(7) In addition, the manufacturer / supplier can delete a building material set by him from the categories of the building material menu himself. However, calculations already performed that require this data record can still access this data record, the right of use remains in this respect.

(8) A right of use for once entered building material data remains in force even after a possible termination of the access, if the right of use is not expressly terminated (or revoked) at the same time. However, a termination releases the user from the obligation to update the building material data regularly. After a cancellation, the status of the material is changed from "maintained" to "created". After 12 months the dataset will be removed from the material menu, it can then only be found by text search.

(9) If the right of use is also revoked, the material will be deleted from the material menu. However, calculations already performed that require this dataset can still access this dataset.

(10) If a manufacturer / supplier wishes to have a data set completely deleted, he must contact the service provider and provide a justification that justifies such deletion, taking into account the interests of the users in receiving calculations once made.

(11) The service provider is entitled to advertise with the official participation of manufacturers / suppliers in his portal. Of course, no logos or other images are used without special permission.

(12) The producer / supplier is liable for owning the rights to his content granted under § 9, in particular the rights for online exploitation. Please also note § 7 paragraph 3.

## § 11 Right of use for content available on the portal

Unless further use is expressly permitted in these Terms and Conditions of Participation and Use or on the portal, or is made possible on the portal by a corresponding functionality (e.g. download button or print function),

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- you may retrieve and display the content available on the portal online exclusively for personal purposes. This right of use is limited to the duration of your contractual participation in the portal;
- you are prohibited from editing, modifying, translating, presenting or demonstrating, publishing, exhibiting, copying or distributing the content available on the portal in whole or in part. It is also prohibited to remove or change copyright notices, logos and other marks or protection notices.

Commercial use of the offer is only permitted via a premium access with costs (Plus Option, PDF Option or Profi Option).

Your mandatory legal rights (including the reproduction for private and other personal use according to § 53 UrhG) remain unaffected.

## § 12 Prohibited activities

(1) The services available on the portal are intended exclusively for non-commercial use by the participants, unless the respective booked access expressly provides for such use.

(2) You are prohibited from any activities on or in connection with the portal that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors.

(3) Furthermore, regardless of a possible violation of the law, you are also prohibited from the following activities when posting your own content on the portal as well as communicating with other participants (e.g. by sending personal messages or applications, by participating in discussion forums, etc.)

- the use of the portal and in particular the forum to advertise own products or services or to address other users with this aim;
- the spread of viruses, Trojan horses and other harmful files;
- the sending of junk or spam mails and chain letters
- the distribution of offensive, sexually explicit, obscene or defamatory content or communication as well as such content or communication that is capable of promoting or supporting (explicitly or implicitly) racism, fanaticism, hatred, physical violence or illegal activities;
- the harassment of other participants, e.g. through multiple personal contacts without or against the reaction of the other participant as well as the encouragement or support of such harassment
- asking other participants to disclose passwords or personal data for commercial or unlawful purposes;
- the distribution and/or public reproduction of content available on the portal, unless this is expressly permitted by the respective author or expressly made available to you as a functionality on the portal

(4) You are also prohibited from any action that may impair the smooth operation of the portal, in particular from placing an excessive load on the service provider's systems.

(5) Should you become aware of any illegal, abusive, contractually contrary or otherwise unauthorized use of the portal, please contact us at the address given in the imprint. The service provider will then examine the case and take appropriate action if necessary.

(6) If there is a suspicion of illegal or criminal acts, the service provider is entitled and, if necessary, also obliged to check your activities and, if necessary, to take appropriate legal action. This may also include the referral of a case to the public prosecutor's office.

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### § 13 Blocking of accesses

(1) The service provider may temporarily or permanently block your access to the portal if there are concrete indications that you are or have been in breach of these terms of participation and use and/or applicable law, or if the service provider has any other legitimate interest in blocking. When deciding on a blockage, the service provider will take your legitimate interests into due consideration.

(2) In the event of temporary or permanent blocking, the service provider will block your access authorization and notify you of this by e-mail.

(3) In the event of a temporary suspension, the service provider will reactivate the access authorization after the suspension period has expired and will notify you of this by e-mail. A permanently blocked access authorization cannot be restored. Persons who are permanently blocked are permanently excluded from participating in the portal and are not allowed to register again on the portal.

### § 14 Limitation of liability

(1) The internet pages as well as the online calculator were created with best knowledge and conscience. However, errors and mistakes cannot be excluded. There is no verification of the data entered independently by manufacturers / suppliers.

Therefore, do not rely solely on the information and calculation results offered here, but have your construction assessed by an experienced architect or planner. This is especially true

- if you want to make considerable investments based on the calculation;
- if you wish to present the calculation to an authority;
- if you wish to present the calculation as proof when buying or selling a property.

For the rest, the following applies:

(2) In the event that you should incur damage through the use of the basic access provided free of charge or other free content (including the use of the free online calculators), the service provider shall only be liable in accordance with the statutory provisions to the extent that your damage has arisen due to the contractual use of the free content and/or services, and only in the event of intent (including fraudulent intent) and gross negligence on the part of the service provider.

(3) Within the scope of your use of the chargeable premium options, the service provider is liable in accordance with the following regulations:

For damages caused by the service provider or by his legal representatives, executives or simple vicarious agents with intent or gross negligence, the service provider is liable without limitation.

The service provider is not liable in cases of slightly negligent violation of only insignificant contractual obligations. Furthermore, the liability of the service provider for damages caused by slight negligence is limited to those damages that must typically be expected within the framework of the respective contractual relationship (contractually typical foreseeable damages). This also applies to slightly negligent breaches of duty by the legal representatives, executive employees or simple vicarious agents of the service provider.

The above limitation of liability shall not apply in case of fraudulent intent, in case of bodily injury or personal damage, for the breach of guarantees and for claims arising from product liability.

Contrary to § 536a BGB, the service provider is only liable for damages for defects existing at the conclusion of the contract if the service provider is responsible for these defects.

(4) All data is regularly backed up on our server, at least every calendar day. The users themselves are responsible for

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further backups. The user is also solely responsible for compliance with commercial and tax law retention periods. If the data cannot be downloaded, at least a printout is required.

### § 15 Use outside Germany

(1) The information and online calculators on this website were provided or developed for use in Germany. Whether this information and calculations comply with the standards, guidelines and laws applicable in other countries has not been checked by the service provider and is not guaranteed. Please also note that your country may have a different climate, which is not taken into account in the calculations, especially for moisture protection and heat requirements.

(2) There is no claim to a translation. The offered, incomplete translations in English, French and Dutch were partly created voluntarily by users of the website and were not checked for correctness by the service provider. The service provider therefore does not guarantee a complete or correct translation.

### § 16 Final provisions

(1) Unless otherwise expressly stated in these Terms and Conditions of Participation and Use, all declarations made in the course of participation in the Portal must be made in writing or by e-mail. You can find our current contact details in our imprint.

(2) If a provision of these conditions of participation and use is or becomes invalid, this shall not affect the legal validity of the remaining provisions.

(3) The data required for the processing of the contract between you and us is stored by us and is accessible to you at all times. For further details please refer to our privacy policy. There is no treaty text as such. The content of the contract results from the offer available on our homepage at the time of conclusion of the contract and these General Terms and Conditions. Your registration data as well as these terms and conditions will be sent to you by e-mail after conclusion of the contract.

(4) These conditions of participation and use are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), unless mandatory consumer protection regulations stipulate a different law of the user's place of residence.

(5) The exclusive place of jurisdiction for all disputes arising from these conditions of participation and use is, insofar as such an agreement on the place of jurisdiction is permissible, the registered office of the service provider. The European Commission has set up an online dispute resolution platform for consumers. You can reach them under:

<https://ec.europa.eu/consumers/odr>.

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