

Terms of Use for the KochMobile App: KochCloud Video Intercom



René Koch AG, Seestrasse 241, 8804 Au

1. Introduction

The KochCloud Video Intercom app (KochMobile application) was created by René Koch AG, Seestrasse 241, 8804 Au ZH. Whenever a visitor rings the doorbell, the app shows Users images of the person in real time on their smartphone.

René Koch AG is responsible for providing the KochCloud video intercom service (one of the cloud solutions managed by René Koch AG, currently run by Amazon Web Services) and manages all the IT systems and software linked with the service.

The following Terms of Use specify the conditions under which the app may be used. Information on the data collected and stored can be found in our Privacy Policy concerning the KochCloud. Users must agree to the app's Terms of Use and Privacy Policy before they are permitted to use the app. Please submit any feedback or comments about the app to: [info@kochag.ch]

2. Registration

René Koch AG provides the Customer up with an Administrator account to access the KochCloud.

René Koch AG sets up the Administrator account when the order is placed for the KochCloud service. The Customer's last name, first name, address and email are recorded during registration process. The Customer is required to be completely truthful when providing this information.

The User must also create a password at this stage. They must select a secure password that complies with the rules on the registration screen. The User is responsible for safeguarding this password. This must be secured against access by a third party. René Koch AG rejects any liability to matters relating to a third party's unauthorised access through the use of this password. If you believe your access data is being used without your consent, you must inform René Koch AG of this immediately.

The User can then download and use the app. The access data for the app are stored in the KochCloud web user interface as a QR code. René Koch AG reserves the right to temporarily or permanently block the access data, especially in instances where the incorrect contact data has been entered or disclosed without prior authorisation; it may also block access or delete accounts at its own discretion if the circumstances justify such action.

The User must ensure their details are up to date at all times and amend these where necessary in their personal profile on KochCloud.

3. Account Termination and Deletion

The Agreement between you (the Customer) and René Koch AG governing the use of the app is concluded for an indefinite period of time.

To delete your account, you can contact René Koch AG at [info@kochag.ch, 0447826000], who will then delete your account for you within [30] days. You will receive confirmation of this once it is completed.

The User is free to stop using the KochCloud service at any time.

René Koch AG assumes no responsibility for the ongoing availability of the KochCloud service. We may be compelled to terminate the service for technical or other reasons. If this were to happen, the User is not entitled to compensation of any kind.

4. User Obligations

The User must not use the app and its content inappropriately. They may only decrypt any encrypted content with the software provided for this purpose and refrain from tampering with it or altering it in any way. The User is also prohibited from using other technical appliances to store the video intercom call. More specifically, they must not store images or videos and refrain from taking screenshots of the video intercom call.

The User is liable to René Koch AG for any damages resulting from the use of the app in a way that contradicts these conditions, and hereby exempts René Koch AG from any claims made by a third party as a consequence. Whilst using the app, the User is responsible for ensuring they comply with the Data and Privacy Protection guidelines.

5. Liability

René Koch AG shall be liable for losses resulting from gross negligence and wilful misconduct on its part.

It is exempt from all other liability for damages suffered by the User, to the extent permitted by law.

Liability for damages resulting from a *force majeure* and loss of earnings is also excluded.

This exemption from liability also applies to all Parties commissioned by René Koch AG to provide services. In the case of a replacement, René Koch AG's liability is limited to the relevant selection and the instructions and monitoring provided.

René Koch AG is especially not liable in any way for disruptions to the quality and/or interruptions in the access, especially any drops in the communication networks or gateways. René Koch AG does not guarantee the service will function without interruptions or faults.

The User must report any defects they experience when using the app. In the event of a defect, the User is not entitled to a replacement app, repairs, cancellation of the Agreement or other warranty rights. No guarantee is made for the app's compatibility with the User's operating system. Furthermore, the User is obliged to regularly update their operating system.

6. Intellectual Property

René Koch AG and other authorised Parties retain all intellectual property rights relating to the app, its software, know-how and all other intangible goods provided by René Koch AG.

7. Third Party Property Rights

René Koch AG guarantees that the product and services it provides do not infringe on any third party property rights. Any violations to the property rights of a third party must be reported immediately in writing.

The Customer cedes all rights and possible pleas to René Koch AG and guarantees to provide their prompt support to the extent necessary.

8. Data Protection

Please refer to our Privacy Policy concerning the KochCloud for further details on the processing of personal data relating to the app and your rights in this regard. As part of the registration process for the app, you will be asked to agree to the Privacy Policy.

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9. Final Provisions

9.1 Changes to the Terms of Use

René Koch AG reserves the right to make changes to the Terms of Use at any time on its own accord, without prior notice.

9.2 Invalidation of Individual Provisions

If any individual provision of these Terms of Use shall be held to be invalid or unenforceable, it shall not affect the validity of the remaining provisions of the Terms of Use.

9.3 Applicable Law

These Terms of Use are subject to material Swiss Law to the exclusion of the conflict of law provisions and the Vienna Sales Convention.

9.4 Place of Jurisdiction

The competent courts at René Koch AG's registered address shall have exclusive jurisdiction to hear and settle any disputes arising from or in connection with these Terms of Use (subject to legal appeals).

In the event that any discrepancies should arise as a result of the translation of these Terms of use, the original German version shall be binding.

Last updated: 01/09/2019