

# Terms of Use TÜV AUSTRIA customer portal tami

TÜV AUSTRIA Group



## 1. Validity of these terms and conditions

These Terms of Use apply to the use of the TÜV AUSTRIA customer portal tami (hereinafter referred to as "tami"), all tami modules and all associated services. These Terms of Use govern the relationship between TÜV AUSTRIA HOLDING AG (hereinafter referred to as "TÜV AUSTRIA") as the operator of tami and the users of tami. These Terms of Use also apply if tami is accessed from outside Austria or if access to tami is made possible in whole or in part from other websites or from software applications for mobile devices (smartphone apps).

TÜV AUSTRIA reserves the right to change the provisions of these Terms of Use at any time and without stating reasons.

By registering in the TÜV AUSTRIA customer portal tami, the User agrees to these Terms of Use and the privacy policy.

## 2. Customer portal tami

2.1. TÜV AUSTRIA shall provide the User with access to tami and the selected module for the term specified in the contract and under the agreed conditions. The scope of services includes access to the respective module for the number of users set forth in the contract.

2.2. The fee for tami and the selected module is based on the conditions set out in the contract.

2.3. Support services and training provided by TÜV AUSTRIA in connection with the use of tami and the individual modules are not included and must be ordered separately and will be invoiced separately.

2.4. TÜV AUSTRIA is entitled to further develop tami and the individual modules at any time at its own discretion, to make changes, to adapt services or to discontinue tami or individual modules in whole or in part.

## 3. User obligations

3.1. The User must provide all necessary information regarding the User truthfully and completely. Changes to this information must be communicated to TÜV AUSTRIA immediately and without being asked.

3.2. The User is responsible for all actions or omissions of his users as for his own acts or omissions.

3.3. tami and the individual modules may only be used by the User for the purposes of his/her company. Passing on the access data to third parties is not permitted.

## 4. tami modules

### A. Inspect by tami

A.1. With the help of Inspect by tami, the User is provided with documentation of compliance with the inspection obligations for the systems subject to mandatory inspection that exist in his company and are mapped in tami, and any existing omissions are shown. If Inspect by tami is used, TÜV AUSTRIA reserves the right to make data and documents available to the User exclusively via Inspect by tami.

A.2. In Inspect by tami, TÜV AUSTRIA assumes the assignment of existing inspection obligations to the User's systems requiring inspection, as mapped in Inspect by tami, in accordance with the relevant inspection bases (EU directives, national laws, ordinances, notices, standards, guidelines, etc.). The User acknowledges that the determination of the corresponding test specifications is limited to the testing services specified by the User and ordered separately. Testing services that are therefore not listed in such a separate offer are excluded from the ordered scope of services.

A.3. The data collected is entered into Inspect by tami and stored there for the User.

A.4. TÜV AUSTRIA provides the User with the Inspect by tami:freelancer version free of charge. The User can only request a switch to one of the fee-based versions of tami on the basis of a separate order and for a separate fee. The free version of Inspect by tami:freelancer does not provide any interfaces to the User's own systems. Such IT

solutions are only possible in conjunction with one of the fee-based versions of Inspect by tami.

A.5. The User must support TÜV AUSTRIA in the inventory and in the recurring status checks by a competent employee who is fully familiar with the systems to be inspected and must allow TÜV AUSTRIA employees unrestricted access to the systems to be inspected. Any further information required must be provided by the User in digital and processable form.

A.6. In order to keep the inspection obligations up to date, it is necessary that the User immediately notifies TÜV AUSTRIA of any inspection certificates and information (e.g. official notifications) that cause a change in the inspection intervals and brings any changes (machinery, conversions, changes of use, etc.) to the attention of TÜV AUSTRIA as soon as possible.

A.7. If work is to be carried out at the User's premises, the User shall provide a suitable project workstation with power supply and internet access for TÜV AUSTRIA employees for the duration of the inventory, training, etc.

A.8. The User must provide TÜV AUSTRIA with the names of up to two contact persons who will be set up as users for Inspect by tami and thus receive online access to Inspect by tami and access to the Inspect by tami mobile app. Should the User require more than two users for tami, this is only possible in conjunction with one of the fee-based versions of Inspect by tami.

A.9. Inspect by tami is provided to the User in the Inspect by tami:freelancer version for an unlimited period of time and remains active until the User or TÜV AUSTRIA cancels it or TÜV AUSTRIA discontinues Inspect by tami in the Inspect by tami:freelancer version or replaces it with another service.

A.10. Upon termination of the contract, TÜV AUSTRIA will provide at the User's request the test results maintained in Inspect by tami on behalf of the User in a suitable form of digital exports (XML, CSV, XLS, etc.). Users who use the free version Inspect by tami:freelancer are not entitled to the provision of such digital exports in the event of termination of the contract. All data relating to the User and stored in Inspect by tami remains with TÜV AUSTRIA even after termination of the contract and is stored at TÜV AUSTRIA's discretion or due to legal storage obligations.

### B. Carbon Footprint by tami

B.1. Carbon Footprint by tami calculates the User's carbon footprint based on the emission factor databases specified in the contract.

B.2. The User must provide TÜV AUSTRIA with the names of those persons who are to be created as users and given online access to Carbon Footprint by tami.

B.3. The User is responsible for collecting and entering the required data in Carbon Footprint by tami. TÜV AUSTRIA assumes no responsibility for the accuracy and completeness of the data entered by the User.

B.4. Changes to the consolidated Excel files exported by Carbon Footprint by tami may not be made by the User.

B.5. The User is responsible for the appropriateness of the emission factors used, therefore TÜV AUSTRIA assumes no responsibility, e.g. for the relevance for the User's activity.

B.6. The contract period is at least one year and is automatically extended by a further year unless the contract is terminated by one of the contracting parties with a notice period of 3 months to the end of the term.

B.7. All data of the User stored in Carbon Footprint by tami shall remain with TÜV AUSTRIA even after termination of the contract and shall be stored at the discretion of TÜV AUSTRIA or due to statutory retention obligations.

B.8. The current licence of Carbon Footprint by tami only covers the User's branch offices. If the User wishes to include Greenhouse Gas information on subsidiaries or suppliers, these companies must contact TÜV AUSTRIA and sign a separate contract regarding Carbon Footprint by tami.

# Terms of Use TÜV AUSTRIA customer portal tami

TÜV AUSTRIA Group



## C. RISE by TÜV AUSTRIA

- C.1. RISE by TÜV AUSTRIA enables the User to perform long-term monitoring of fatigue cracks and highly stressed areas of infrastructure components, including trend analysis using acoustic emission methods. RISE by TÜV AUSTRIA displays the current overall condition of the monitored areas based on the actual condition and trend analysis.
- C.2. Information required for the content of RISE by TÜV AUSTRIA is recorded via the sensors and the RISE measuring device in the monitored area, digitized and displayed in RISE by TÜV AUSTRIA after processing. If the sensors and the RISE measuring device are attached to the monitored area by the User himself, TÜV AUSTRIA assumes no responsibility for the accuracy and completeness of the transmitted data.
- C.3. Depending on the conditions agreed in the contract, a certain number of users or persons per RISE system are granted access to tami.
- 5. Upload of documents to the customer portal tami**
- 5.1. The User has the option of uploading his/her own documents to the customer portal tami. The User is solely responsible for the content of the files uploaded by him. TÜV AUSTRIA assumes no liability for the accuracy, completeness or legality of the uploaded content.
- 5.2. The User is responsible for ensuring that the uploaded documents do not contain any personal data that violates data protection regulations.
- 5.3. Furthermore, the User must ensure that he has the necessary rights and authorizations to upload the documents to the customer portal tami. The User shall indemnify TÜV AUSTRIA against all third-party claims arising from copyright infringements or other legal violations caused by the uploaded documents.
- 5.4. The User is prohibited from uploading documents to the tami customer portal tami that are unlawful, offensive, defamatory, obscene or otherwise inappropriate. TÜV AUSTRIA reserves the right to remove such documents without prior notice.
- 5.5. TÜV AUSTRIA undertakes to take appropriate security measures to protect the uploaded documents. However, TÜV AUSTRIA accepts no liability for unauthorized access or loss of data. The User is solely responsible for backing up and restoring his uploaded documents.
- 5.6. Upon termination of the contractual relationship, the User is obliged to back up the documents uploaded by him/herself. After the end of the contract, the documents are no longer saved by TÜV AUSTRIA and are no longer accessible.
- 6. Liability**
- 6.1. TÜV AUSTRIA assumes no liability for damages of any kind resulting from a violation of the user's duty to cooperate. Likewise, TÜV AUSTRIA is not liable for damages resulting from a temporary interruption of the usability of tami.
- 6.2. Otherwise, TÜV AUSTRIA shall not be liable for property damage or financial loss caused by slight negligence. In cases of simple gross negligence, the liability of TÜV AUSTRIA is limited to EUR 7,500,000.00 for property damage and EUR 3,000,000.00 for pure financial losses. This exclusion does not apply to property damage or financial loss caused by TÜV AUSTRIA intentionally or through gross negligence.
- 6.3. The exclusion and limitation of liability shall not apply to personal injury.
- 6.4. Liability for consequential damages, in particular for missed profits, loss of savings, loss of earnings, other financial losses, loss of interest, etc. is expressly excluded. Any legal liability that may nevertheless exist is in any case subject to all the limitations listed under "Liability".

## 7.

### Copyrights

All copyrights to tami remain with TÜV AUSTRIA. TÜV AUSTRIA grants the user a non-exclusive, non-transferable, non-sublicensable and revocable right to access tami and the respective modules through its users and to use them in accordance with these Terms of Use.

## 8.

### Non-disclosure/confidentiality/data protection

- 8.1. TÜV AUSTRIA and the user agree to maintain confidentiality about confidential information and not to disclose such information to third parties or make it accessible to third parties. TÜV AUSTRIA has obliged its employees and other agents to maintain secrecy about all facts of which they become aware through tami.
- 8.2. TÜV AUSTRIA will comply with the provisions of the Data Protection Act (DSG), the General Data Protection Regulation (GDPR) and the Telecommunications Act (TKG) when handling personal data and will take technical and organisational measures required for data protection in TÜV AUSTRIA's area of responsibility. In particular, TÜV AUSTRIA undertakes to ensure that its employees comply with the provisions of § 6 DSG.
- 8.3. The data protection declaration within the meaning of Art. 13 and 14 GDPR can be found on the website ([www.tuv.at/datenschutzerklaerung](http://www.tuv.at/datenschutzerklaerung)).
- 8.4. Information or data of the user will only be passed on to third parties in the event of disclosure ordered by law, authorities or courts.

## 9.

### Other provisions

- 9.1. The user expressly agrees that the data available in tami concerning the user may be statistically analysed for internal purposes. These data shall always remain within the TÜV AUSTRIA Group. However, publication of these data to third parties is possible in anonymised form. The user can revoke his consent in writing at any time.
- 9.2. Subject to written revocation by the user, which is possible at any time, TÜV AUSTRIA is entitled to refer to the existing or former business relationship with the user in connection with tami on its own advertising media and in particular on its website, stating the user's name and company logo (reference). The provisions of this clause shall remain in force even after termination of the contractual relationship.
- 9.3. If necessary, the user shall provide TÜV AUSTRIA with his company logo/symbol for the individualisation of tami or for advertising purposes, free of charge, and shall therefore make it available in digitalised form.

## 10.

### Severability clause

Invalid provisions of these Terms of Use shall not affect the validity of the remaining provisions. In the event that a provision of these Terms of Use is invalid, the contracting parties agree to replace it with a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

## 11.

### Choice of law, place of jurisdiction

These Terms of Use and the entire legal relationship between the contracting parties shall be governed by Austrian law, excluding its conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded by mutual agreement. Any disputes arising from the contract shall exclusively be referred to the competent court in Vienna, whereby TÜV AUSTRIA shall be entitled to bring actions before other courts for which the user has a legal place of jurisdiction.