

Conditions of Use – VEGA Tools-App

1. General Information

With the downloading and use of the VEGA Tools-App you declare your agreement with the following conditions of use of VEGA Grieshaber KG (VEGA).

If you also use your myVEGA customer account with this App, you also declare your agreement with the company-internal processing of your myVEGA access data as well as your device data. In this case, the “Conditions of Use – myVEGA” which you will find on our web site www.vega.com as well as the conditions below (number 3) apply additionally.

2. Purpose

The VEGA Tools-App is an application for Smartphones and Tablet-PCs.

The App is offered free by VEGA. Costs for mobile use of the World Wide Web depend on the tariffs of your respective provider.

The App contains the following functions:

- 2.1. With the VEGA Tools-App, you can establish a wireless connection (Bluetooth) to suitable VEGA instruments for the purpose of commissioning, diagnosis or measured value display
- 2.2. With the VEGA Tools-App, you can establish an online connection to the VEGA database for the purpose of configuring VEGA instruments and to search for your VEGA instrument without user data.
- 2.3. With the VEGA Tools-App, you can log into your myVEGA customer account for the purpose of saving your instrument data as well as viewing your personal customer data. This assumes that you already have a myVEGA customer account and have entered the appropriate access data.
- 2.4. With the VEGA Tools-App, you can have the optimum alignment of radar filling level sensors calculated by entering the container dimensions.

3. Earmarked use of data

VEGA will only use your instrument data as well as the myVEGA account access data provided by you online for the purposes described under “Purpose”.

VEGA will not send you any advertising material of itself or third parties while you are using the VEGA Tools-App.

4. Liability

- 4.1. VEGA will not be liable for the correctness of data generated, transferred, exported or saved by the VEGA Tools-App and will not be liable for loss or falsification of data wholly or partly.
- 4.2. VEGA will accept no liability for the correct installation and correct operation of the VEGA Tools-App on your end device as well as for correct data transfer or communication within your IT network/IT infrastructure, the mobile networks and the World Wide Web.
- 4.3. The exclusion of liability also applies in this context for faults, errors or unavailability of the software or data communication.
- 4.4. The exclusion of liability also covers all damages, losses and/or disadvantages of third parties due to faults, errors or unavailability of the VEGA Tools App or the data communication.
- 4.5. The above liability limitations do not apply in the event of wilful intent or gross negligence or in the event of injury to life, limb and health as well as in the event of liability in accordance with the product liability laws. In the case of gross negligence, the liability is limited to the damage that can be typically expected.

5. Miscellaneous

VEGA reserves the right to modify, delete or replace the VEGA Tools App at any time wholly or partly without prior notice.

German law applies exclusively. Place of jurisdiction is Schiltach. If a term of these conditions of use should become ineffective, the other terms shall remain valid. An ineffective term will then be replaced by an effective term, whereby the economic interests of the parties must be guarded as best possible.