



## VLM Platform Usage Terms

by

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(„VLM Support GmbH“)

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VLM Support GmbH is the provider and operator of the below-mentioned platform. These Terms apply to any and all usage of the website available at <https://vlm.support> including all services (“Platform”). On said Platform, service and support pertaining to Viprinet Products are administered.

### § 1 Definitions

- (1) “Routers” are all Multichannel VPN Routers offered by Viprinet. “Modules” are all “Hot Plug Modules” for VPN Routers offered by Viprinet. “Viprinet Products” shall mean all goods and services offered by Viprinet, including Routers and Modules, e.g. software, service and support, regardless of whether Viprinet sells them or gives them out for free, and of which party offers them to the respective customer.
- (2) “VLM” means the „Viprinet Lifetime Maintenance“ system for service and support provided by VLM Support GmbH pertaining to Viprinet Products. “VLM License” is any license or licenses entitling to any service in the VLM context.
- (3) “VPN Hub” means the connection point in form of a Multichannel VPN Hub that is usually located in a data processing center and that is used for bundling WAN lines through the usage of one or several Viprinet Routers.
- (4) “User” without further description stands for one or several users of the Platform. “User Account” means the respective account of the User on the Platform.

### § 2 Usage Rights And Object

- (1) Object of usage is the Platform including all contained „Services“ pertaining to the administration of VLM Licenses. On the basis of using the Platform alone, User has no right to any VLM License. Not part of the object of usage is furthermore—
  - a. The provision of Internet access to the Platform;
  - b. Meeting any target of User pursued by using the Platform, VLM or any Viprinet Product; nor
  - c. Services pertaining to the maintenance of Viprinet Products.
- (2) Any Platform Usage is restricted to adults pursuing commercial goals with the usage. User declares to be of full age.
- (3) Upon successful registration as User on the Platform, User is granted a simple, non-transferable right to use the Platform including all services respectively indicated to User, during the time of existence of his user account.

- (4) Usage of the Platform is free, in contrast to the VLM Licenses available through the Platform.
- (5) User acknowledges that VLM Support GmbH further develops both the Platform and VLM, and that the Platform is provided to him in the respectively current version. User is not entitled to using a specific version or certain functionalities of the Platform if, when and as long as VLM Support GmbH does not explicitly assure to User said version or functionalities.

### **§ 3 Availability Of The Platform**

VLM Support GmbH does not warrant any service levels pertaining to the Platform, neither regarding availability nor other features, however gladly accepts error information and aims for error-free Platform performance.

### **§ 4 User's Duties**

- (1) User shall ensure state-of-the-art data security measures, e.g. virus protection software, on all computers used by him to access the Platform.
- (2) User shall duly keep the access data submitted to him by VLM Support GmbH stored away from the access of unauthorized persons, and shall ensure that unauthorized persons in his domain have no access to the Platform also independently of the submitted access data. Upon loss of his access data, or upon suspicion that one or several unauthorized persons have gained or will gain access to the Platform, he shall inform VLM Support GmbH of the underlying facts immediately in writing or via telefax.
- (3) User shall also inform VLM Support GmbH immediately in writing or via telefax whenever he suspects that a security measure (e.g. virus protection or firewall) has not worked properly, when an unauthorized access has occurred, or any other threat for VLM Support GmbH or its systems has arisen from his domain.

### **§ 5 Consent To Data Usage**

When and insofar as User enters data into the Platform, be it serial numbers of his Viprinet Products, license keys and numbers, payment or other data, he consents to VLM Support GmbH using said data for the fulfilment of its own duties or the duties of a Viprinet or VLM Support GmbH business partner in connection with VLM, and, insofar as necessary, transfers the data to third parties (e.g. payment providers). In order to revoke the above-mentioned consent, User needs to delete his user account, which he is free to do through his user account at any time.

### **§ 6 Warranty**

- (1) VLM Support GmbH warrants that the Platform conforms to the product descriptions and can be used accordingly. Pertaining to the Platform's essential qualities, any assurance by VLM Support GmbH must be made in writing.
- (2) Platform defects are to be remedied within reasonable time upon User's report on the respective defect in text form – in writing, via telefax or via e-mail – that has to be detailed enough so that Viprinet can locate and reproduce the defect. User shall support VLM Support GmbH in the containment of defects. For the purpose of examination and remedy of defects, User allows VLM Support GmbH access to his data on the Platform.

## **§ 7 Liability**

- (1) VLM Support GmbH is, regardless of legal reason, liable only if and as far as a material contractual obligation has been violated in a way that puts the contractual purpose at risk, or the arising damage is attributed to gross negligence or intention, and the liability in said cases is limited to typical damages reasonably foreseeable at the conclusion of the contract, and limited to values of €10,000.00 for financial damages and €50,000.00 for damages to persons or property per case, and of €20,000.00 for financial damages and €100,000.00 for damages to persons or property for the entire relationship with User.
- (2) VLM Support GmbH's liability for warranted qualities, maliciously withheld defects or damages to persons (life, body and health) as well as damages according to Germany's Product Liability Act (Produkthaftungsgesetz) remain untouched.
- (3) As far as VLM Support GmbH's liability according to the above-mentioned stipulations of this § 7 are excluded or limited, said exclusion or limitation apply also to the personal liability of VLM Support GmbH's employees, other staff, organs, representatives and vicarious agents.

## **§ 8 Deletion/Blocking Of The User Account**

VLM Support GmbH may block or, as the case may be, delete User's account also without prior notice or hearing User if and when VLM Support GmbH may upon diligent evaluation of the situation may assume that User uses or has used the Platform or other purposes than the administration of VLM licenses, or has probable cause that User impairs or has impaired the Platform's stability or security.

## **§ 9 Right Of Recourse**

User agrees to, upon VLM Support GmbH's first written request, protect VLM Support GmbH and hold VLM Support GmbH harmless from any loss or claim and pertaining cost arising out of third-party claims arising out of an alleged or real violation of any right on User's or his agents', employees' or representatives' side.

## **§ 10 Miscellaneous**

- (1) References to clauses ("§") without further denotation refer to this document.
- (2) The usage of the Platform is governed by the laws of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The courts competent for Bingen am Rhein, Germany shall have sole jurisdiction in relation to all matters arising out of this agreement.
- (3) If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

## **§ 11 Subscription To The VLM Newsletter**

User declares his consent to be subscribed with his e-mail address indicated on the Platform to VLM Support GmbH's e-mail newsletter containing advertising material. He may at any time revoke this consent through a click on the unsubscription link to be found in any newsletter issue.