



General Conditions of Use for Firmware and Software

acceptance of the terms

The firmware and software provided by the company din - Dietmar Nocker Sicherheitstechnik GmbH & Co KG - hereinafter referred to as "company din" are subject to the following terms of use. The company din reserves the right to update the terms of use at any time without prior notice. The software conditions of the Association of the Austrian Electrical and Electronics Industry also apply in the latest version (current version at www.feei.at).

Description of our services

The firm and software from the company din offers a variety of services for the commissioning, maintenance, operation and service of products relevant to emergency lighting.

Liabilities and Warranties

The firm and software of the company din and its documentation are provided "as is" and without any warranty for function, correctness, completeness or freedom from errors going beyond the statutory warranty. The company din cannot be held liable for any direct or indirect damage - in particular damage to other firmware and/or software, damage to other hardware, viruses, loss of data, etc. Only the (end) user is liable for the consequences of using the firmware and software. The (end) user is solely responsible for data-backup and/or archiving the data from the operation of the din products.

Addition when commissioning firmware

The din products with the firmware contained therein may not be put into operation without agreeing to the relevant terms of use. In case of non-compliance, the company din assumes no responsibility and/or liability for any damage incurred and for the proper functionality of the din products. Any updates or upgrades may only be received and carried out by din or by third parties authorized by din. The firmware is for the exclusive use of din products and only the right is granted to use the firmware on the din products delivered with the firmware for safe operation of the din products. It's not permitted to transfer the firmware to other devices, transmit systems or attachments or copy or reproduce them in any way. Decompile, modify, disassemble, or create derivative works from the firmware or any portion of the firmware is also prohibited. Violation will result in criminal and damage compensation consequences. Under no circumstances may the firmware be used for any purpose other than operating the corresponding din products.

Addition when starting up software (license agreement)

Software from the company din (hereinafter abbreviated to - software) may only be installed if the (end) user has agreed to these terms of use. If no consent is given, it is prohibited to activate or use the software and its services and infringement will result in criminal and damage compensation consequences. The software may only be used in connection with din products and only the right to use the software in this sense is granted. The software, information or data from the software must not be used for other purposes, in particular it is expressly forbidden to duplicate, copy, distribute, transfer, reproduce, publish, license or sell the software or similar. Furthermore, it is prohibited to create derivative works from the software; decompile, modify, or disassemble the software or any portion of the software. Any duplication or further distribution of the software, even if only due to the slightest negligence, which is not separately agreed, is expressly forbidden and leads to criminal and damage compensation consequences. With this license agreement, the software itself is not sold, only its use or use in conjunction with the operation of din products is agreed. The company din always provides a single workstation license for the software supplied with the corresponding din product. Should it become necessary for the (end) user to require additional workstation licenses, contact must be made with the company din and a separate agreement on the additional workstation licenses must be made. If an update or upgrade of the software is purchased, the right of use for the previously delivered versions expires after the installation has been completed. The (end) user may only operate the number of installed workstation licenses that are provided by the company din. The company din does not grant permission to install or use the software on other devices, systems, facilities or for the use of or through other devices, systems, facilities or similar. Under no circumstances is it permitted to use the software for any purpose other than the user agreement, whether private, business, commercial, non-profit or for revenue-generating activities.



Addition when commissioning the emergency lighting network

If din products suitable for an emergency lighting network are linked to form a network, an emergency lighting network is created. This emergency lighting network may not be installed unless the (end) user first agrees to this agreement. If no consent is given, it is forbidden to activate or use the emergency lighting network and its services. Any infringement will result in criminal and damage compensation consequences, since improper installation or commissioning of the emergency lighting network can occur personal injury. The emergency lighting network is intended exclusively for use or use in connection with the operation of din products. Under no circumstances is it permitted to integrate other devices, systems or installations into the emergency lighting network or to change it in any way.

Note on data processing

din - Dietmar Nocker Sicherheitstechnik GmbH & Co KG collects telematics data from running operation of the din system to visualise correct operation. The data are saved to ensure the quality and function of the din system and to increase the safety level on a correspondingly secured server of din - Dietmar Nocker Sicherheitstechnik GmbH & Co KG in Austria. Furthermore, maintenance activities are carried out by remote maintenance within the framework of newly concluded or already existing maintenance agreements, provided that the technical requirements and a safety-related added value for the user, operator or owner are given.

The telematics module possesses a CE declaration, conforms with standards and all applicable guidelines, and is officially approved. Any possible responsibility for resulting damages shall only be accepted in case of proof of blatantly gross negligence or intent.

The user, operator or owner of the system can object in writing both to the activation of the telematics module and to the remote maintenance of his din system.

In case of deactivation of the module, the current guarantee and guarantee conditions of Dietmar Nocker Sicherheitstechnik GmbH & Co KG shall nevertheless apply to the din system.

Final Provisions

The invalidity of individual provisions of these Terms of Use does not affect the validity of the other provisions. The relevant invalid provisions have to be amended in such way that the economic and legal purposes originally intended are achieved as far as possible.